

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 21			
1 CONTRACT/PURCH ORDER/ AGREEMENT NO N4008018D2010			2 DELIVERY ORDER/CALL NO N4008018F4998		3 DATE OF ORDER/CALL (YYYYMMDD) 2018 Sep 13		4 REQ / PURCH REQUEST NO ACQR5369736		5 PRIORITY DO-C2				
6 ISSUED BY PUBLIC WORKS DEPARTMENT WASHINGTON NAVY YARD FEAD 1013 O ST. 1ST FLOOR WASHINGTON DC 20374				CODE N40080		7 ADMINISTERED BY (if other than 6) SEE ITEM 6				8 DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)			
9 CONTRACTOR SAYERS CONSTRUCTION, LLC NAME (b) (6) AND 104 E MARTIN LUTHER KING DR ADDRESS SAN MARCOS TX 78666-5542				CODE 6AVS5		FACILITY		10 DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		11 MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED			
12 DISCOUNT TERMS								13 MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 7					
14 SHIP TO PUBLIC WORKS DEPARTMENT (b) (6) 1013 O ST. SE 1ST FLOOR WASHINGTON DC 20374				CODE N40080		15 PAYMENT WILL BE MADE BY DEFENSE FINANCE AND ACCOUNTING SERVICE ATTN: ACCOUNTS PAYABLE CODE JAQAAA, ROOM 1441 1240 E. 9TH ST. CLEVELAND OH 44199-2055				MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.			
16 TYPE OF ORDER		DELIVERY/ CALL		<input checked="" type="checkbox"/>		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract							
		PURCHASE		<input type="checkbox"/>		Reference your quote dated Furnish the following on terms specified herein REF:							
ACCEPTANCE THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME													
NAME OF CONTRACTOR				SIGNATURE				TYPED NAME AND TITLE				DATE SIGNED (YYYYMMDD)	
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:													
17 ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE See Schedule													
18 ITEM NO		19 SCHEDULE OF SUPPLIES/ SERVICES				20 QUANTITY ORDERED/ ACCEPTED*		21 UNIT		22 UNIT PRICE		23 AMOUNT	
		SEE SCHEDULE											
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.						24. UNITED STATES OF AMERICA TEL: (b) (6) EMAIL: (b) (6) BY: (b) (6)		(b) (6)		25 TOTAL \$869,939.51		26 CONTRACTING / ORDERING OFFICER	
27a QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED													
b SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c DATE (YYYYMMDD)		d PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
e MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28 SHIP NO		29 DO VOUCHER NO		30 INITIALS			
f TELEPHONE NUMBER				g E-MAIL ADDRESS				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32 PAID BY		33 AMOUNT VERIFIED CORRECT FOR	
36. I certify this account is correct and proper for payment.						31 PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34 CHECK NUMBER		35 BILL OF LADING NO	
a DATE (YYYYMMDD)		b SIGNATURE AND TITLE OF CERTIFYING OFFICER											
37 RECEIVED AT		38 RECEIVED BY		39 DATE RECEIVED (YYYYMMDD)		40 TOTAL CONTAINERS		41 S/R ACCOUNT NO		42 S/R VOUCHER NO			

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	IGF::OT::IGF X001 NRL 97 Replace Transformer and Switch Gear FFP The contractor shall provide and secure all Labor, material, tools, mobilization, transportation, supervision and equipment to accomplish all work as described herein and in contract drawings in order to provide electrical construction services. Other incidental type work associated with electrical construction is included and may be ordered for industrial, commercial, and residential locations indicated within each task order. The contract will be for facilities within the AOR of NAVFAC Washington Public Works Department Washington with installations in Maryland, District of Columbia, and Virginia. The contract value shall not exceed \$4,000,000. FOB: Destination PURCHASE REQUEST NUMBER: ACQR5369736	1	Each	(b) (4)	(b) (4)
NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	FUND ACRN AA FFP Funding Doc. No. N0017318WX00124 Customer ACRN: MILSTRIP: N0017318WX00124				\$0.00
NET AMT					\$0.00
ACRN AA CIN: 00000000000000000000000000000000					(b) (4)

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
000101	N/A	N/A	N/A	N/A

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	20-MAY-2019	1	PUBLIC WORKS DEPARTMENT (b) (6) 1013 O ST. SE 1ST FLOOR WASHINGTON DC 20374 (b) (6) FOB: Destination	N40080
000101	N/A	N/A	N/A	N/A

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.204-2	Security Requirements	AUG 1996
52.219-14	Limitations On Subcontracting	JAN 2017
52.222-54	Employment Eligibility Verification	OCT 2015
52.228-15	Performance and Payment Bonds--Construction	OCT 2010
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.243-4	Changes	JUN 2007

CLAUSES INCORPORATED BY FULL TEXT

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$400 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
28%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts

to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Naval Research Laboratory, Washington D.C.

(End of provision)

52.243-7 NOTIFICATION OF CHANGES (JAN 2017)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 5 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 10 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings,

designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

N4008018D2010 TO: N4008018F4998

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Inspection – N44889

Acceptance – N44889

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732
Issue By DoDAAC	N44889
Admin DoDAAC	N44889
Inspect By DoDAAC	N44889
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N44889
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N44889

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

Acceptor – (b) (6)
 Inspector –
 Certifyer –

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(b) (6)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

PGI 204.7108(b)(2) Payment Instruction

The required standard payment instruction and instruction table for this contract is located at:
https://www.acq.osd.mil/dpap/dars/pgi/pgi.htm/current/PGI204_71.htm#payment_instructions

DAVIS BACON WAGE DETERMINATION

General Decision Number: DC180002 09/07/2018 DC2

Superseded General Decision Number: DC20170002

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0	01/05/2018
1	01/12/2018
2	02/09/2018
3	03/23/2018
4	04/20/2018
5	05/04/2018
6	05/11/2018
7	06/15/2018

8 06/29/2018
9 07/06/2018
10 07/27/2018
11 08/03/2018
12 08/17/2018
13 08/24/2018
14 09/07/2018

ASBE0024-007 10/01/2017

Rates Fringes

ASBESTOS WORKER/HEAT & FROST
INSULATOR.....\$ 35.13 16.22

Includes the application of all insulating materials,
protective coverings, coatings and finishes to all types of
mechanical systems

ASBE0024-008 10/01/2017

Rates Fringes

ASBESTOS WORKER: HAZARDOUS
MATERIAL HANDLER.....\$ 22.81 7.34

Includes preparation, wetting, stripping, removal, scrapping,
vacuuming, bagging and disposing of all insulation
materials, whether they contain asbestos or not, from
mechanical systems

ASBE0024-014 10/01/2017

Rates Fringes

FIRESTOPPER.....\$ 28.01 7.78

Includes the application of materials or devices within or
around penetrations and openings in all rated wall or floor
assemblies, in order to prevent the passage of fire, smoke
of other gases. The application includes all components
involved in creating the rated barrier at perimeter slab
edges and exterior cavities, the head of gypsum board or
concrete walls, joints between rated wall or floor
components, sealing of penetrating items and blank openings.

BRDC0001-002 04/29/2018

	Rates	Fringes
BRICKLAYER.....	\$ 31.36	10.78

CARP0197-011 05/01/2018

	Rates	Fringes
CARPENTER, Includes Drywall Hanging, Form Work, and Soft Floor Laying-Carpet.....	\$ 28.71	12.08

CARP0219-001 05/01/2018

	Rates	Fringes
MILLWRIGHT.....	\$ 34.24	11.23

CARP0441-001 05/01/2018

	Rates	Fringes
PILEDRIVERMAN.....	\$ 30.94	11.45

* ELEC0026-016 06/04/2018

	Rates	Fringes
ELECTRICIAN, Includes Installation of HVAC/Temperature Controls.....	\$ 45.45	18.01

ELEC0026-017 09/05/2016

	Rates	Fringes
ELECTRICAL INSTALLER (Sound & Communication Systems).....	\$ 27.55	10.20

SCOPE OF WORK: Includes low voltage construction,
installation, maintenance and removal of teledata
facilities (voice, data and video) including outside plant,
telephone and data inside wire, interconnect, terminal

equipment, central offices, PABX, fiber optic cable and equipment, railroad communications, micro waves, VSAT, bypass, CATV, WAN (Wide area networks), LAN (Local area networks) and ISDN (Integrated systems digital network).

WORK EXCLUDED: The installation of computer systems in industrial applications such as assembly lines, robotics and computer controller manufacturing systems. The installation of conduit and/or raceways shall be installed by Inside Wiremen. On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway or conduit not greater than 10 feet. Fire alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit. All HVAC control work.

ELEV0010-001 01/01/2018

	Rates	Fringes
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ELEVATOR MECHANIC.....	\$ 44.12	32.645+a+b
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a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.

b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

IRON0005-011 06/01/2017

	Rates	Fringes
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IRONWORKER.....	\$ 31.15	20.63
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LABO0011-009 06/01/2017

	Rates	Fringes
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LABORER: Skilled.....	\$ 23.42	8.04
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FOOTNOTE: Potmen, power tool operator, small machine operator, signalmen, laser beam operator, waterproofer, open caisson, test pit, underpinning, pier hole and

ditches, ladders and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipe layers, or tile layers, operators of jackhammers, paving breakers, spaders or any machine that does the same general type of work, carpenter tenders, scaffold builders, operators of towmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers and other machines that do the same general type of work, whether powered by air, electric or gasoline, builders of trestle scaffolds over one tier high and sand blasters, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene burners and licensed powdermen, stake jumper, demolition.

MARB0002-004 04/29/2018

	Rates	Fringes
MARBLE/STONE MASON.....	\$ 37.91	17.08

INCLUDING pointing, caulking and cleaning of All types of masonry, brick, stone and cement EXCEPT pointing, caulking, cleaning of existing masonry, brick, stone and cement (restoration work)

MARB0003-006 04/29/2018

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 28.20	11.67

MARB0003-007 04/29/2018

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 23.28	10.72

MARB0003-008 04/29/2018

	Rates	Fringes
TILE SETTER.....	\$ 28.20	11.67

MARB0003-009 04/29/2018

	Rates	Fringes
TILE FINISHER.....	\$ 23.28	10.72

PAIN0051-014 06/01/2018		

	Rates	Fringes
GLAZIER		
Glazing Contracts \$2 million and under.....	\$ 26.07	12.15
Glazing Contracts over \$2 million.....	\$ 30.31	12.15

PAIN0051-015 06/01/2017		

	Rates	Fringes
PAINTER		
Brush, Roller, Spray and Drywall Finisher.....	\$ 25.06	9.66

PLAS0891-005 07/01/2018		

	Rates	Fringes
PLASTERER.....	\$ 29.53	6.80

PLAS0891-006 02/01/2018		

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 28.15	10.58

PLAS0891-007 08/01/2016		

	Rates	Fringes
FIREPROOFER		
Handler.....	\$ 16.50	4.89
Mixer/Pump.....	\$ 18.50	4.89
Sprayer.....	\$ 23.00	4.89

Spraying of all Fireproofing materials. Hand application of Fireproofing materials. This includes wet or dry, hard or soft. Intumescent fireproofing and refraction work,

including, but not limited to, all steel beams, columns, metal decks, vessels, floors, roofs, where ever fireproofing is required. Plus any installation of thermal and acoustical insulation. All that encompasses setting up for Fireproofing, and taken down. Removal of fireproofing materials and protection. Mixing of all materials either by hand or machine following manufactures standards.

PLUM0005-010 08/01/2018

	Rates	Fringes
PLUMBER.....	\$ 42.92	18.15+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

PLUM0602-008 08/01/2018

	Rates	Fringes
PIPEFITTER, Includes HVAC Pipe Installation.....	\$ 41.64	21.57+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day.

ROOF0030-016 05/01/2016

	Rates	Fringes
ROOFER.....	\$ 28.75	11.74

SFDC0669-002 04/01/2017

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 34.40	19.24

SHEE0100-015 07/01/2018

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 40.27	20.34+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's
Birthday, Memorial Day, Independence Day, Labor Day,
Veterans Day, Thanksgiving Day and Christmas Day

SUDC2009-003 05/19/2009

	Rates	Fringes
LABORER: Common or General.....	\$ 13.04	2.80

LABORER: Mason Tender - Cement/Concrete.....	\$ 15.40	2.85
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LABORER: Mason Tender for
pointing, caulking, cleaning
of existing masonry, brick,
stone and cement structures
(restoration work); excludes
pointing, caulking and
cleaning of new or
replacement masonry, brick,
stone and cement.....\$ 11.67

POINTER, CAULKER, CLEANER,
Includes pointing, caulking,
cleaning of existing masonry,
brick, stone and cement
structures (restoration
work); excludes pointing,
caulking, cleaning of new or
replacement
masonry, brick, stone or
cement.....\$ 18.88

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number

where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

Section 00800 - Special Contract Requirements

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930 NH4A 320 77777 0 000173 2F 8X0124

COST CODE: N00173Z45000

AMOUNT: (b) (4)

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	000101	00000000000000000000000000000000	(b) (4)

[illegible]

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 18	
1 CONTRACT/PURCH ORDER/ AGREEMENT NO N4008018D2010			2 DELIVERY ORDER/CALL NO N4008018F5270		3 DATE OF ORDER/CALL (YYYYMMDD) 2018 Sep 29		4 REQ / PURCH REQUEST NO ACQR5475266		5 PRIORITY		
6 ISSUED BY PUBLIC WORKS DEPARTMENT WASHINGTON NAVY YARD FEAD 1013 O ST. 1ST FLOOR WASHINGTON DC 20374			CODE N40080		7 ADMINISTERED BY (if other than 6) CODE SEE ITEM 6				8 DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)		
9 CONTRACTOR SAYERS CONSTRUCTION, LLC NAME (b) (6) AND 104 E MARTIN LUTHER KING DR ADDRESS SAN MARCOS TX 78666-5542			CODE 6AVS5		FACILITY		10 DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		11 MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		
							12 DISCOUNT TERMS		13 MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 7		
14 SHIP TO PUBLIC WORKS DEPARTMENT (b) (6) 1013 O ST. SE 1ST FLOOR WASHINGTON DC 20374			CODE N40080		15 PAYMENT WILL BE MADE BY CODE N68732 DEFENSE FINANCE AND ACCOUNTING SERVICE ATTN: ACCOUNTS PAYABLE CODE JAQAAA, ROOM 1441 1240 E. 9TH ST. CLEVELAND OH 44199-2055				MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.		
16 TYPE OF ORDER		DELIVERY/ CALL <input checked="" type="checkbox"/>		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract							
		PURCHASE		Reference your quote dated Furnish the following on terms specified herein REF:							
ACCEPTANCE THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME											
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: 1											
17 ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE See Schedule											
18 ITEM NO		19 SCHEDULE OF SUPPLIES/ SERVICES			20 QUANTITY ORDERED/ ACCEPTED*		21 UNIT	22 UNIT PRICE		23 AMOUNT	
		SEE SCHEDULE									
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.					24. UNITED STATES OF AMERICA TEL: (b) (6) EMAIL: (b) (6) BY: (b) (6)		(b) (6)		25 TOTAL \$399,914.58		
27a QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED					CONTRACTING / ORDERING OFFICER		26 DIFFERENCES				
b SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c DATE (YYYYMMDD)		d PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
e MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28 SHIP NO		29 DO VOUCHER NO		30 INITIALS		
f TELEPHONE NUMBER					g E-MAIL ADDRESS		<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32 PAID BY		
36. I certify this account is correct and proper for payment.					31 PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				33 AMOUNT VERIFIED CORRECT FOR		
a DATE (YYYYMMDD)		b SIGNATURE AND TITLE OF CERTIFYING OFFICER							34 CHECK NUMBER		
									35 BILL OF LADING NO		
37 RECEIVED AT		38 RECEIVED BY		39 DATE RECEIVED (YYYYMMDD)		40 TOTAL CONTAINERS		41 S/R ACCOUNT NO		42 S/R VOUCHER NO	

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	CARD-B16 Upgrade Fire Alarm System (FFP The Contractor shall provide and secure all labor, materials, tools, mobilization, transportation, supervision and equipment to accomplish all work as described herein and in contract drawings in order to execute a Fire Alarm Replacement at Building 16, NSWC Carderock. FOB: Destination PURCHASE REQUEST NUMBER: ACQR5475266	1	Each	(b) (4)	(b) (4)

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	FUND ACRN AA FFP Funding Doc. No. N0016718RX00136 Customer ACRN: MILSTRIP: N0016718RX00136				\$0.00

NET AMT

\$0.00

ACRN AA
CIN: 00000000000000000000000000000000

(b) (4)

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
000101	N/A	N/A	N/A	N/A

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	29-NOV-2019	1	PUBLIC WORKS DEPARTMENT (b) (6) 1013 O ST. SE 1ST FLOOR WASHINGTON DC 20374 (b) (6) FOB: Destination	N40080
000101	N/A	N/A	N/A	N/A

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	SOW CARD B16 Fire Alarm		
Attachment 2	CARD B16 Fire Alarm Diagram and specs		

Section 00700 - Contract Clauses

PAYMENT INSTRUCTION

“PGI 204.7108(b)(2) Payment Instructions

The required standard payment instruction and instruction table for this contract is located at:
https://www.acq.osd.mil/dpap/dars/pgi/pgi_71.htm/current/PGI204_71.htm#payment_instructions”

CLAUSES INCORPORATED BY REFERENCE

52.243-4	Changes	JUN 2007
52.243-5	Changes and Changed Conditions	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$200 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
28%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall

be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Bethesda, MD.**

(End of provision)

52.243-7 NOTIFICATION OF CHANGES (JAN 2017)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 5 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

- (i) What line items have been or may be affected by the alleged change;
- (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
- (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
- (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 10 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time

extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order: **N4008018D2010 TO N4008018F5270**

(1) Document type. The Contractor shall use the following document type(s).

Navy Construction/Facilities Management Invoice

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Inspection – N44889

Acceptance – N44889

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732
Issue By DoDAAC	N44889
Admin DoDAAC	N44889
Inspect By DoDAAC	N44889
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N44889
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N44889

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

Jose Morales – Inspector Email: (b) (6) Phone: (b) (6)

Alissa Leonard – Administrator Email: (b) (6) Phone: (b) (6)

Erikka Robinson – Certifier Email: (b) (6) Phone: (b) (6)

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(b) (6) at Email: (b) (6) Phone: (b) (6)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

Section 00800 - Special Contract Requirements

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930 NH1C 320 77777 0 050120 2F 000000
COST CODE: A00004622599
AMOUNT: (b) (4)

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	000101	00000000000000000000000000000000	(b) (4)

DBA

General Decision Number: MD180057 09/28/2018 MD57

Superseded General Decision Number: MD20170057

State: Maryland

Construction Type: Building

County: Montgomery County in Maryland.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	02/09/2018
3	02/23/2018
4	03/23/2018

5	04/20/2018
6	05/11/2018
7	05/25/2018
8	06/15/2018
9	06/29/2018
10	07/06/2018
11	07/13/2018
12	08/03/2018
13	08/17/2018
14	08/24/2018
15	09/07/2018
16	09/14/2018
17	09/21/2018
18	09/28/2018

ASBE0024-007 10/01/2017

	Rates	Fringes
--	-------	---------

ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 35.13	16.22
--	----------	-------

Includes the application of all insulating materials,
protective coverings, coatings and finishes to all types of
mechanical systems

ASBE0024-010 10/01/2017

	Rates	Fringes
--	-------	---------

ASBESTOS WORKER: HAZARDOUS MATERIAL HANDLER (Removal of hazardous material from ceilings, floors, mechanical systems, and walls).....	\$ 22.81	7.34
---	----------	------

BRMD0001-006 04/29/2018

	Rates	Fringes
--	-------	---------

TILE SETTER.....	\$ 28.20	11.67
------------------	----------	-------

BRMD0001-009 04/29/2018

	Rates	Fringes
--	-------	---------

TILE FINISHER.....	\$ 23.28	10.72
--------------------	----------	-------

BRMD0001-011 04/29/2018

	Rates	Fringes
--	-------	---------

BRICKLAYER (Excluding Pointing, Caulking and		
---	--	--

Cleaning).....\$ 31.36 10.78

BRMD0001-012 04/29/2018

Rates Fringes

MASON - STONE.....\$ 37.91 17.08

CARP0197-001 05/01/2018

Rates Fringes

CARPENTER (Including
Acoustical Ceiling
Installation, Drywall
Hanging, Metal Stud
Installation and Form Work).....\$ 28.71 12.08

CARP0219-001 05/01/2018

Rates Fringes

MILLWRIGHT.....\$ 34.24 11.23

ELEC0026-021 09/03/2018

Rates Fringes

ELECTRICIAN (Communication
and Sound Equipment).....\$ 28.05 10.91

ELEC0026-022 06/04/2018

Rates Fringes

ELECTRICIAN (Including low
voltage wiring for and
installation of alarms, HVAC
controls).....\$ 45.45 18.01+a

a. PAID HOLIDAYS: New Year's Day, Inauguration Day, Martin
Luther King Jr.'s Birthday, Memorial Day, Independence Day,
Labor Day, Veterans' Day, Thanksgiving Day, the day after
Thanksgiving Day and Christmas Day.

ELEV0010-001 01/01/2018

Rates Fringes

ELEVATOR MECHANIC.....\$ 44.12 32.645+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence
Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas
Day and the Friday after Thanksgiving.

b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

ENGI0077-018 05/01/2017

	Rates	Fringes
OPERATOR: Bulldozer.....	\$ 30.56	8.95+a
OPERATOR: Loader		
Front End Loaders 3 1/2		
cubic yards and above.....	\$ 30.56	8.95+a
Front End Loaders Below 3		
1/2 cubic yards.....	\$ 30.56	8.95+a

a. PAID HOLIDAYS: New Year's Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

IRON0005-011 06/01/2017

	Rates	Fringes
IRONWORKER.....	\$ 31.15	20.63

* LABO0011-013 06/01/2018

	Rates	Fringes
LABORER: Mason Tender -		
Cement/Concrete.....	\$ 24.22	8.32
LABORER: Pipelayer.....	\$ 24.22	8.32

PAIN0051-014 06/01/2018

	Rates	Fringes
GLAZIER		
Glazing Contracts \$2		
million and under.....	\$ 26.07	12.15
Glazing Contracts over \$2		
million.....	\$ 30.31	12.15

PAIN0051-019 06/01/2017

	Rates	Fringes
PAINTER		
Brush, Roller, Spray and		
Drywall Finisher/Taper.....	\$ 25.06	9.66
Industrial.....	\$ 30.90	10.49

 PLAS0891-005 07/01/2018

	Rates	Fringes
PLASTERER.....	\$ 29.53	6.80

PLAS0891-006 02/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 28.15	10.58

PLAS0891-008 08/01/2016

	Rates	Fringes
PLASTERER (Fireproofing Including Sprayer, Mixer, and Handler)		
Handler.....	\$ 16.50	4.89
Mixer/Pump.....	\$ 18.50	4.89
Sprayer.....	\$ 23.00	4.89

PLUM0005-010 08/01/2018

	Rates	Fringes
PLUMBER.....	\$ 42.92	18.15+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

 PLUM0602-011 08/01/2018

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe and System Installation)....	\$ 41.64	21.57+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day.

 ROOF0030-016 05/01/2016

	Rates	Fringes
ROOFER.....	\$ 28.75	11.74

SFMD0669-001 04/01/2018

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 35.60	20.24

SHEE0100-015 07/01/2018

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 40.27	20.34+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day

SUMD2010-091 08/04/2010

	Rates	Fringes
LABORER		
Common or General.....	\$ 14.15	2.30
Grade Checker.....	\$ 16.00	2.90
Landscape.....	\$ 9.23	
Mason Tender - Brick.....	\$ 13.00	0.00
Mason Tender - Stone.....	\$ 14.03	0.00
Mason Tender for Pointing, Caulking and Cleaning.....	\$ 13.21	
Mortar Mixer.....	\$ 16.61	9.08

POINTER, CAULKER, CLEANER,
Includes pointing, caulking,
cleaning of existing masonry,
brick, stone and cement
structures (restoration
work); excludes pointing,
caulking, cleaning of new or
replacement
masonry, brick, stone or
cement.....

\$ 19.19	0.00
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POWER EQUIPMENT OPERATOR:

Asphalt Roller.....	\$ 21.35	5.38
Backhoe.....	\$ 19.82	5.02
Bobcat/Skid Loader.....	\$ 18.05	8.78
Boom.....	\$ 21.44	8.29
Crane.....	\$ 20.95	6.18
Excavator.....	\$ 20.00	0.00
Forklift.....	\$ 16.00	5.12
Gradall.....	\$ 20.50	8.42
Grader/Blade.....	\$ 14.50	5.18
Paver.....	\$ 17.47	6.36

Roller excluding Asphalt....\$ 17.60	3.88
TERRAZZO WORKER/SETTER.....\$ 19.94	6.54
TRUCK DRIVER	
Dump Truck.....\$ 15.90	1.12
Tractor Haul Truck.....\$ 17.87	9.98

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were

prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 29	
1 CONTRACT/PURCH ORDER/ AGREEMENT NO N4008018D2010			2 DELIVERY ORDER/CALL NO N4008018F5282		3 DATE OF ORDER/CALL (YYYYMMDD) 2018 Sep 29		4 REQ / PURCH REQUEST NO ACQR5458602		5 PRIORITY		
6 ISSUED BY PUBLIC WORKS DEPARTMENT WASHINGTON NAVY YARD FEAD 1013 O ST. 1ST FLOOR WASHINGTON DC 20374			CODE N40080		7 ADMINISTERED BY (if other than 6) CODE SEE ITEM 6				8 DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)		
9 CONTRACTOR SAYERS CONSTRUCTION, LLC NAME (b) (6) AND 104 E MARTIN LUTHER KING DR ADDRESS SAN MARCOS TX 78666-5542			CODE 6AVS5		FACILITY		10 DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		11 MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		
							12 DISCOUNT TERMS		13 MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 7		
14 SHIP TO PUBLIC WORKS DEPARTMENT (b) (6) 1013 O ST. SE 1ST FLOOR WASHINGTON DC 20374			CODE N40080		15 PAYMENT WILL BE MADE BY CODE N68732 DEFENSE FINANCE AND ACCOUNTING SERVICE ATTN: ACCOUNTS PAYABLE CODE JAQAAA, ROOM 1441 1240 E. 9TH ST. CLEVELAND OH 44199-2055				MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.		
16 TYPE OF ORDER		DELIVERY/ CALL		<input checked="" type="checkbox"/>		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract					
		PURCHASE		<input type="checkbox"/>		Reference your quote dated Furnish the following on terms specified herein REF:					
ACCEPTANCE THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME											
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17 ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE See Schedule											
18 ITEM NO		19 SCHEDULE OF SUPPLIES/ SERVICES				20 QUANTITY ORDERED/ ACCEPTED*		21 UNIT		22 UNIT PRICE	
		SEE SCHEDULE									
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.						24. UNITED STATES OF AMERICA TEL: (b) (6) EMAIL: (b) (6) BY: (b) (6)		(b) (6)		25 TOTAL \$57,628.10	
27a QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED						CONTRACTING / ORDERING OFFICER		26 DIFFERENCES			
b SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c DATE (YYYYMMDD)		d PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28 SHIP NO		29 DO VOUCHER NO		30 INITIALS	
f TELEPHONE NUMBER						g E-MAIL ADDRESS		<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32 PAID BY	
36. I certify this account is correct and proper for payment.						31 PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				33 AMOUNT VERIFIED CORRECT FOR	
a DATE (YYYYMMDD)		b SIGNATURE AND TITLE OF CERTIFYING OFFICER								34 CHECK NUMBER	
										35 BILL OF LADING NO	
37 RECEIVED AT		38 RECEIVED BY		39 DATE RECEIVED (YYYYMMDD)		40 TOTAL CONTAINERS		41 S/R ACCOUNT NO		42 S/R VOUCHER NO	

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	IGF::OT::IGF X003 WNY 386 Alternative Fuel Vehicle (AFV) Charging FFP The contractor shall provide and secure all Labor, material, tools, mobilization, transportation, supervision and equipment to accomplish all work as described herein and in contract drawings in order to provide electrical construction services. Other incidental type work associated with electrical construction is included and may be ordered for industrial, commercial, and residential locations indicated within each task order. The contract will be for facilities within the AOR of NAVFAC Washington Public Works Department Washington with installations in Maryland, District of Columbia, and Virginia. The contract value shall not exceed \$4,000,000. FOB: Destination PURCHASE REQUEST NUMBER: ACQR5458602	1	Each	(b) (4)	(b) (4)
NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	FUND ACRN AA FFP Funding Doc. No. N6258318RCN5S33 Customer ACRN: MILSTRIP: N6258318RCN5S33				\$0.00
NET AMT					\$0.00
ACRN AA CIN: 00000000000000000000000000000000					(b) (4)

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
000101	N/A	N/A	N/A	N/A

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	08-FEB-2019	1	PUBLIC WORKS DEPARTMENT (b) (6) 1013 O ST. SE 1ST FLOOR WASHINGTON DC 20374 (b) (6) FOB: Destination	N40080
000101	N/A	N/A	N/A	N/A

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$140 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
28%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Washington Navy Yard, Washington, D.C.

(End of provision)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)

(a) Definitions. As used in this clause--Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is--

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee--

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees. (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify

only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--

(1) Is for--(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,500; and

(3) Includes work performed in the United States.

(End of clause)

52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)

(a) The Contractor shall submit one of the following payment protections:

Payment bond and/or irrevocable letter of credit(ILC)

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within 14 days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)

(a) The Contracting Officer may, in writing, order changes in the drawings and specifications within the general scope of the contract.

(b) The Contractor shall promptly notify the Contracting Officer, in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work.

(c) If changes under paragraph (a) or conditions under paragraph (b) increase or decrease the cost of, or time required for performing the work, the Contracting Officer shall make an equitable adjustment (see paragraph (d)) upon submittal of a "proposal for adjustment" (hereafter referred to as proposal) by the Contractor before final payment under the contract.

(d) The Contracting Officer shall not make an equitable adjustment under paragraph (b) unless--

(1) The Contractor has submitted and the Contracting Officer has received the required written notice; or

(2) The Contracting Officer waives the requirement for the written notice.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause.

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (JAN 2017)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 5 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 10 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission

of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order: N4008018D2010 TO N4008018F5282

(1) Document type. The Contractor shall use the following document type(s).

Navy Construction/ Facilities Management Invoice

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Inspection – N44889

Acceptance – N44889

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732
Issue By DoDAAC	N44889
Admin DoDAAC	N44889
Inspect By DoDAAC	N44889
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N44889
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N44889

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Acceptor – (b) (6)

Inspector –

Certifier – (b) (6)

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(b) (6)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

PGI 204.7108(B)(2)

PGI 204.7108(b)(2) Payment Instruction

"The required standard payment instruction and instruction table for this contract is located at:

https://www.acq.osd.mil/dpap/dars/pgi/pgi_htm/current/PGI204_71.htm#payment_instructions"

Section 00800 - Special Contract Requirements

ACCOUNTING AND APPROPRIATION DATA

AA: 1781804 KC6C 320 62583 068732 2D 01C6C7
COST CODE: 625838GGM3B9
AMOUNT: (b) (4)

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	000101	00000000000000000000000000000000	(b) (4)

DAVIS BACON

General Decision Number: DC180001 09/28/2018 DC1

Superseded General Decision Number: DC20170001

State: District of Columbia

Construction Types: Heavy (Heavy and Sewer and Water Line)
and Highway

County: District of Columbia Statewide.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines);
HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0	01/05/2018
1	02/09/2018
2	03/23/2018
3	04/20/2018
4	05/04/2018
5	05/11/2018
6	06/29/2018
7	07/06/2018
8	07/20/2018
9	07/27/2018
10	08/03/2018
11	08/10/2018
12	08/17/2018
13	08/24/2018
14	09/07/2018
15	09/28/2018

ASBE0024-001 10/01/2017

Rates Fringes

Asbestos Worker/Heat and
Frost Insulator

Includes the application
of all insulating
materials, protective
coverings, coatings and
finishes to all types of
mechanical systems.....\$ 35.13 16.22

ASBE0024-002 10/01/2017

Rates Fringes

HAZARDOUS MATERIAL HANDLER

Includes preparation,
wetting, stripping,
removal, scrapping,
vacuuming, bagging and
disposing of all
insulation materials,
whether they contain
asbestos or not, from
mechanical systems.....\$ 22.81 7.34

ASBE0024-005 10/01/2017

	Rates	Fringes
Fire Stop Technician.....	\$ 28.01	7.78

Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke of other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, sealing of penetrating items and blank openings.

BOIL0193-001 01/01/2017

	Rates	Fringes
Boilermakers:.....	\$ 40.47	22.97

BRDC0001-001 04/29/2018

	Rates	Fringes
Bricklayer.....	\$ 31.36	10.78

BRMD0001-004 04/29/2018

	Rates	Fringes
BRICKLAYER Refractory (Firebrick).....	\$ 38.82	11.35

CARP0197-010 05/01/2018

	Rates	Fringes
Carpenter/Lather.....	\$ 28.71	12.08

CARP0219-001 05/01/2018

	Rates	Fringes
MILLWRIGHT.....	\$ 34.24	11.23

CARP0441-001 05/01/2018

	Rates	Fringes
PILEDRIVERMAN.....	\$ 30.94	11.45

CARP0441-003 05/01/2018

	Rates	Fringes
DIVER TENDER.....	\$ 33.41	11.45
DIVER.....	\$ 42.09	11.45

ELEC0026-001 06/04/2018

	Rates	Fringes
Electricians.....	\$ 45.45	18.01

ELEC0070-001 05/07/2018

	Rates	Fringes
Line Construction:		
Cable Splicers.....	\$ 38.63	19%+5.75
Equipment Operators.....	\$ 38.63	19%+5.75
Groundmen.....	\$ 17.97	19%+5.75
Linemen.....	\$ 38.63	19%+5.75
Truck Driver.....	\$ 20.43	19%+5.75

ENGI0077-001 05/01/2017

	Rates	Fringes
Power equipment operators:		
(HEAVY AND HIGHWAY		
CONSTRUCTION)		
GROUP 1.....	\$ 38.09	8.95+a
GROUP 2.....	\$ 36.24	8.95+a
GROUP 3.....	\$ 34.07	8.95+a
GROUP 4.....	\$ 30.56	8.95+a
GROUP 5.....	\$ 26.39	8.95+a
GROUP 6.....	\$ 24.24	8.95+a
GROUP 7.....	\$ 39.21	8.95+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Tower Cranes and Cranes 100 ton and over.

GROUP 2: 35 ton cranes & above, derricks, concrete boom pump, drill rigs (+50,000 lbs torque), mole.

GROUP 3: Cranes, hoists, drill rigs (under 50,000 lbs torque), tie back machines, paving mixers, tunnel shovels, batch plants, shields, tunnel mining machines, draglines, mucking machines, graders in tunnels, pile driving engines, welder, horizontal directional drill operator, Tug boats.

GROUP 4: Front end loaders, boom trucks, backhoes, excavators, gradalls, power driven wheel scoops & scrapers, blade graders, motor graders, bulldozers, trenching machines, ballast regulator, hoe ram, locomotive (standard, narrow gauge, tuggers).

GROUP 5: Boilers (skelton), asphalt spreaders, bullfloat finishing machines, concrete finishing machines, concrete spreaders, concrete mixer, concrete pump, well points, hydraulic pumps, elevators, freeze uniits, tunnel motorman or dinky operator, conveyors, grout pump, fireman, ultra high pressure water jet cutting tool system operator/mechanic, horizontal directional drill locator, skid steers (fine grading), High lifts (lull type lifts).

GROUP 6: Fork lifts, ditch witch, bobcat, skid steer, space heaters, sweepers, assistant engineers, oilers, service unit equipment, roller.

GROUP 7: Master mechanic.

a. PAID HOLIDAYS: New Years Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

ENGI0077-002 06/01/2016

	Rates	Fringes
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Power equipment operators:
(PAVING AND INCIDENTAL
GRADING)

GROUP 1.....	\$ 29.79	7.55
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GROUP 2.....	\$ 26.55	7.55
GROUP 3.....	\$ 22.84	7.55
GROUP 4.....	\$ 20.55	7.55
GROUP 5.....	\$ 30.50	7.35

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Gradall operator, Crane.

GROUP 2: Boom Truck, Milling Machine, Excavator, Rubber Tire Backhoe, Asphalt Paver, Asphalt Plant Engineer, Motor Grader, Track Loader, Rubber Tire Loader, Track Dozer, Concrete Paver.

GROUP 3: Broom Truck, Asphalt Roller.

GROUP 4: Air Compressor, Grade Rollers.

GROUP 5: Mechanic.

ENGI0077-003 07/01/2018

Rates	Fringes
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Power equipment operators:

(SEWER, GAS AND WATER LINE
CONSTRUCTION)

GROUP 1.....	\$ 33.67	7.85+a
GROUP 2.....	\$ 27.72	7.85+a
GROUP 3.....	\$ 27.29	7.85+a
GROUP 4.....	\$ 25.65	7.85+a
GROUP 5.....	\$ 21.51	7.85+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes 50 ton and above.

GROUP 2: Gradall, Lead Mechanic, Crane under 50 ton capacity.

GROUP 3: Boom Trucks, Excavators, Backhoes, Front-End Loaders, Fork Lift/Lull, Bulldozers, Motor Graders, Mechanic 1, Hydraulic Tamper and Hoe Pack, Paving Mixers, Pile Driving Engines, Batch Plant, Concrete Pumps, Low-Boy Driver, Lube Truck.

GROUP 4: Knuckle Boom, Trenching Machine, Well Drilling Machines, Concrete Mixers, Assistant Mechanic, Mini Excavator under 10,000 lbs. gross weight.

GROUP 5:Oiler, Dump Truck, Skid Steer/Bobcat, Rollers.

a.PAID HOLIDAYS: New Year's Day, Inaugural Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day and Christmas Day

IRON0005-011 06/01/2017

	Rates	Fringes
IRONWORKER.....	\$ 31.15	20.63

LABO0011-003 06/01/2017

	Rates	Fringes
Laborers: (HEAVY AND HIGHWAY AND SEWER & WATER LINES CONSTRUCTION)		
GROUP 1.....	\$ 24.51	8.04
GROUP 2.....	\$ 25.14	8.04
GROUP 3.....	\$ 25.14	8.04
GROUP 4.....	\$ 25.34	8.04
GROUP 5.....	\$ 25.89	8.04
GROUP 6.....	\$ 26.60	8.04
GROUP 7.....	\$ 27.28	8.04
GROUP 8.....	\$ 28.19	8.04

LABORERS CLASSIFICATIONS:

GROUP 1: Carloaders, choker setter, concrete crewman, crushed feeder, demolition laborers, including salvaging all material, loading, cleaning up, wrecking, dumpmen, flagmen, fence erector and installer (other than chain link), including installation and erection of fence, guard rails, medial rails, reference posts, guide posts and right-of-way markers, form strippers, general laborers, railroad track laborers, riprap man, scale man, stake jumper, structure mover, includes foundation, separation, preparation, cribbing, shoring, jacking and unloading of structures, water nozzleman, timber buckler and faller, truck loader, water boys, tool room men.

GROUP 2: Combined air and water nozzleman, cement handler, dope pot fireman (nonmechanical), form cleaning machine, mechanical railroad equipment (includes spiker, puller, tile cleaner, tamper, pipe wrapper, power driven wheelbarrows,

operators of hand derricks, towmasters, scootcretes, buggymobiles and similar equipment), tamper or rammer operator, trestle scaffold builders over one tier high, power tool operator (gas, electric or pneumatic), sandblast or gunnite tailhose man, scaffold erector, (steel or wood), vibrator operator (up to 4 feet), asphalt cutter, mortar men, shorer and lagger, creosote material handler, corrosive enamel or equl, paver breaker and jackhammer operators.

GROUP 3: Multi-section pipe layer, non-metallic clay and concrete pipe layer (including caulker, collarman, jointer, rigger and jacker, thermal welder and corrugated metal culvert pipe layer.

GROUP 4: Asphalt block pneumatic cutter, asphalt roller, walker, chainsaw operator with attachment, concrete saw (walking), high scalers, jackhammer operator (using over 6 feet of steel), vibrator operator (4 feet and over), well point installer, air trac operator.

GROUP 5: Asphalt screeder, big drills, cut of the hole drills (1 1/2 " piston or larger), down the hole drills (3 1/2" piston or larger) gunnite or sandblaster nozzleman, asphalt raker, asphalt tamper, form setter, demolition torch operator, shotcrete nozzlelemen and potman.

GROUP 6: Powderman, master form setters.

GROUP 7: Brick paver (asphalt block paver, asphalt block sawman, asphalt block grinder, hastings block or similar type)

GROUP 8: Licensed powdermen.

* LABO0011-004 06/01/2018

	Rates	Fringes
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Laborers: (HAZARDOUS WASTE
REMOVAL, EXCEPT ON MECHANICAL
SYSTEMS:

Preparation for, removing and
encapsulation of hazardous
materials from non-mechanical
systems)

Skilled Asbestos Abatement Laborers.....	\$ 21.64	8.32
Skilled Toxic and		

Hazardous Waste Removal
Laborers.....\$ 24.54 8.32

* LABO0011-005 06/01/2018

Rates Fringes

Laborers: (TUNNEL, RAISE &
SHAFT (FREE AIR)
FOR HEAVY AND SEWER & WATER
LINES CONSTRUCTION)

GROUP 1.....	\$ 26.28	8.32
GROUP 2.....	\$ 27.14	8.32
GROUP 3.....	\$ 29.29	8.32
GROUP 4.....	\$ 30.21	8.32

LABORERS CLASSIFICATIONS:

GROUP 1: Brakeman, Bull Gang, Dumper, Trackmen, Concrete Man.

GROUP 2: Chuck Tender, Powdermen in Prime House, Form Setters
and Movers, Nippers, Cableman, Houseman, Groutman, Bell or
Signalman, Top or Bottom Vibrator Operator.

GROUP 3: Miners, Re-Bar Underground, Concrete or Gunnite
Nozzlemen, Powdermen, Timbermen and Re-Timbermen, Wood Steel
Including Liner plate or Other Support, Material Motorman,
Caulkers, Diamond Drill Operators, Riggers, Cement Finishers-
Underground, Welders and Burners, Shield Driver, Air Trac
Operator, Shotcrete Nozzlemen and Potman.

GROUP 4: Mucking Machine Operator (Air).

* LABO0011-006 06/01/2018

Rates Fringes

Laborers: (TUNNEL, RAISE AND
SHAFT (COMPRESSED AIR) FOR
HEAVY CONSTRUCTION ONLY

Gauge Pressure Work Period
(Pounds) (Hours)

1-14	7.....	\$ 35.20	8.32
14-18	6.....	\$ 41.42	8.32

FOOTNOTE: On any requirement for air pressure in excess of 18
PSI, work periods and rates should be negotiated at a

pre-bid conference.

LABO0011-007 09/01/2018

Rates Fringes

Laborers: (PAVING AND
INCIDENTAL GRADING)

Asphalt Raker & Concrete		
Saw Operator.....	\$ 20.52	7.27
Asphalt Shoveler.....	\$ 19.65	7.27
Asphalt Tamper & Concrete		
Shoveler.....	\$ 20.14	7.27
Jack Hammer.....	\$ 20.17	7.27
Laborer.....	\$ 19.47	7.27
Sand Setter & Form Setter...	\$ 21.19	7.27

* LABO0011-008 06/01/2018

Rates Fringes

LABORERS (BRICK MASONRY WORK)

Mason Tenders.....	\$ 17.60	8.32
Scaffold Builders,		
Mortarmen.....	\$ 18.67	8.32

MARB0002-003 04/29/2018

Rates Fringes

Marble & Stone Mason

Includes Pointing,		
Caulking and Cleaning of		
All Types of Masonry,		
Brick, Stone and Cement		
Structures.....	\$ 37.91	17.08

MARB0003-001 04/29/2018

Rates Fringes

Mosaic & Terrazzo Worker,

Tile Layer.....	\$ 28.20	11.67
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MARB0003-004 04/29/2018

	Rates	Fringes
Marble, Tile & Terrazzo Finisher.....	\$ 23.28	10.72

PAIN0051-001 06/01/2017		

	Rates	Fringes
Painters:		
All Industrial Work.....	\$ 30.90	10.49
Bridges, Heavy Highway, Lead Abatement and Flame/Thermal Spray.....	\$ 36.13	11.29
Commercial and Mold Remediation, Painters, Wallcovers and Drywall Finishers.....	\$ 25.06	9.66
Metal Polishing and Refinishing.....	\$ 26.06	9.66

PLAS0891-001 02/01/2018		

	Rates	Fringes
Cement Masons:		
HEAVY CONSTRUCTION ONLY.....	\$ 28.15	10.58

PLAS0891-002 06/01/2017		

	Rates	Fringes
Cement Masons: (PAVING & INCIDENTAL GRADING)		
Cement Masons.....	\$ 20.10	7.38
Concrete Saw Operators.....	\$ 20.10	7.38
Form Setters.....	\$ 20.10	7.38

PLUM0005-001 08/01/2018		

	Rates	Fringes
Plumbers.....	\$ 42.92	18.15+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and

the Fourth of July.

PLUM0602-005 08/01/2018

	Rates	Fringes
Steamfitter, Refrigeration & Air Conditioning Mechanic.....	\$ 41.64	21.57+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day.

SHEE0100-001 07/01/2018

	Rates	Fringes
Sheet Metal Worker.....	\$ 40.27	20.34+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day

TEAM0639-001 06/01/2018

	Rates	Fringes
Truck drivers: (HEAVY & HIGHWAY CONSTRUCTION)		
Tractor trailer, Low Boy....	\$ 26.00	5.11+a
Truck Drivers.....	\$ 24.00	5.11+a

a. VACATION: Employees will receive one (1) week's paid vacation after one (1) year of service.

TEAM0639-005 06/01/2018

	Rates	Fringes
Truck drivers: (PAVING & INCIDENTAL GRADING)		
All paving projects where		

the grading is incidental
to the paving.....\$ 24.00 5.11+a

- a. VACATION: Employees will receive one (1) week's paid vacation after one (1) year of service.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate

(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the

classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

RAPID GATE

Rapid Gate

RAPIDGate PROGRAM

Navy Installation will be implementing significant changes to its access procedures to increase the security posture of the installation. These new procedures will directly affect vendors, contractors, sub-contractors, and service providers who regularly access. Our priority is to maintain a safe and secure installation and offer a solution that will also provide streamlined access onto the installation.

RAPIDGate PROGRAM Safety and Security Requirements

Due to safety and security requirements, access for contractors could be delayed if they are accessing the installation through the perimeter gates using an Access ID or Day Pass. Part of the increase in security will require additional vehicle screenings that may occur during each visit. To gain streamlined access onto the installation, we encourage you and your contracting officers to review the benefits of the *RAPIDGate* Program. Below are the details of the changes and how to gain streamlined access onto the installation through the *RAPIDGate* Program.

Access Privilege Management Summary

Category	<i>RAPIDGate</i> Participant	Access ID	Day Pass
Inspection requirements	Random	Subject to 100%	Subject to 100%
Days credential is valid for	1 year	TBD	1 day

perimeter access			
Gate access	All Gates that size allows	Limited Access through Gates	Limited Access through the Gates

RAPIDGate Personnel who choose to participate in the *RAPIDGate* Program will have streamlined access onto the installation due to their privileges and being vetted. *RAPIDGate* participants will only be subject to random vehicle inspections and will be able to access the installation through all gates that size allow. Access will be allowed during the times needed to perform business on the installation.

RAPIDGate cost and benefits.

There is an additional cost associated with implementing *RAPIDGate*. The *RAPIDGate* Program provides the accepted background checks and may be a time/cost savings benefit to companies desiring to conduct business on Navy Installation.

To enroll in *RAPIDGate*, please visit www.rapidgate.com (under vendors tab). Questions about Navy Installations *RAPIDGate* Program should be addressed to info@rapidgate.com with the subject line RE: *RAPIDGate* Program.

We strongly encourage your participation in the *RAPIDGate* Program. It will assist us in streamlining access for your employees, while improving the ability of our access control personnel in maintaining higher levels of security and efficiency.

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	X007 NRL-000 Install Parking Lot Lighting between Bldgs 208 and FFP The contractor shall provide and secure all Labor, material, tools, mobilization, transportation, supervision and equipment to accomplish all work as described herein and in contract drawings in order to provide electrical construction services. Other incidental type work associated with electrical construction is included and may be ordered for industrial, commercial, and residential locations indicated within each task order. The contract will be for facilities within the AOR of NAVFAC Washington Public Works Department Washington with installations in Maryland, District of Columbia, and Virginia. The contract value shall not exceed \$4,000,000. FOB: Destination PURCHASE REQUEST NUMBER: ACQR5749321 PSC CD: Y1AA	1	Each	(b) (4)	(b) (4)

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	FUND ACRN AA FFP Funding Doc. No. N0017319WX00144 Customer ACRN: AB MILSTRIP: N0017319WX00144				\$0.00

NET AMT

\$0.00

ACRN AA
CIN: 00000000000000000000000000000000

(b) (4)

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
000101	N/A	N/A	N/A	N/A

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	20-SEP-2020	1	PUBLIC WORKS DEPARTMENT (b) (6) 1013 O ST. SE 1ST FLOOR WASHINGTON DC 20374 (b) (6) FOB: Destination	N40080
000101	N/A	N/A	N/A	N/A

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.222-23 Notice of Requirement for Affirmative Action to Ensure FEB 1999
 Equal Employment Opportunity for Construction

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 15 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 365 calendar days after contract award. The time stated for completion shall include final cleanup of the premises.

*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$200 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.222-6 CONSTRUCTION WAGE RATE REQUIREMENTS (AUG 2018)

(a) Definition.—“Site of the work”—

(1) Means—

(i) *The primary site of the work.* The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) *The secondary site of the work, if any.* Any other site where a significant portion of the building or work is constructed, provided that such site is—

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the “primary site of the work” as defined in paragraph (a)(1)(i), or the “secondary site of the work” as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the “site of the work.” Such permanent, previously established facilities are not a part of the “site of the work” even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b)(1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Construction Wage Rate Requirements statute on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Construction Wage Rate Requirements statute poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

- (ii) The classification is utilized in the area by the construction industry.
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Construction Wage Rate Requirements statute have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)

(a) Definitions. As used in this clause--

Contract financing payment means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

(1) Contract financing payments include--

(i) Advance payments;

(ii) Performance-based payments;

(iii) Commercial advance and interim payments;

(iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;

(v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.

(2) Contract financing payments do not include--

(i) Invoice payments;

(ii) Payments for partial deliveries; or

(iii) Lease and rental payments.

Electronic form means any automated system that transmits information electronically from the initiating system to affected systems.

Invoice payment means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government.

(1) Invoice payments include--

(i) Payments for partial deliveries that have been accepted by the Government;

(ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor;

(iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.

(2) Invoice payments do not include contract financing payments.

Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.

Receiving report means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.

(b) Except as provided in paragraph (d) of this clause, the Contractor shall submit payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order.

(c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:

(1) Electronic Data Interchange.

(2) Secure File Transfer Protocol.

(3) Direct input through the WAWF website.

(d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when-

(1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or

(4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.

(e) Information regarding WAWF is available at <https://wawf.cb.mil/>.

(f) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Inspection – N44889 Acceptance

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	N68732
Issue By DoDAAC	N44889
Admin DoDAAC**	N44889
Inspect By DoDAAC	N44889
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N44889
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N44889

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

Inspector: (b) (6)

Administrator: (b) (6)

Certifier: (b) (6)

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Erikka Robinson at (b) (6)

* For technical WAWF help, contact the WAWF helpdesk at 866-618 5988.

(End of clause)

Section 00800 - Special Contract Requirements

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930 NH4A 320 77777 0 000173 2F 9X0144
COST CODE: N00173Z45000
AMOUNT: (b) (4)

[illegible]

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 23	
1 CONTRACT/PURCH ORDER/ AGREEMENT NO N4008018D2010			2 DELIVERY ORDER/ CALL NO N4008020F4096		3 DATE OF ORDER/ CALL (YYYYMMDD) 2019 Dec 13		4 REQ / PURCH REQUEST NO ACQR5771999		5 PRIORITY DO-C2		
6 ISSUED BY PUBLIC WORKS DEPARTMENT WASHINGTON NAVY YARD FEAD 1013 O ST. 1ST FLOOR WASHINGTON DC 20374			CODE N40080		7 ADMINISTERED BY (if other than 6) CODE SEE ITEM 6				8 DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)		
9 CONTRACTOR SAYERS CONSTRUCTION, LLC NAME (b) (6) AND 104 E MARTIN LUTHER KING DR ADDRESS SAN MARCOS TX 78666-5542			CODE 6AVS5		FACILITY		10 DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		11 MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		
							12 DISCOUNT TERMS		13 MAIL INVOICES TO THE ADDRESS IN BLOCK WAWF		
14 SHIP TO PUBLIC WORKS DEPARTMENT (b) (6) 1013 O ST. SE 1ST FLOOR WASHINGTON DC 20374			CODE N40080		15 PAYMENT WILL BE MADE BY CODE N68732 DEFENSE FINANCE AND ACCOUNTING SERVICE ATTN: ACCOUNTS PAYABLE CODE JAQAAA, ROOM 1441 1240 E. 9TH ST. CLEVELAND OH 44199-2055				MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.		
16 TYPE OF ORDER		DELIVERY/ CALL <input checked="" type="checkbox"/>		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract							
		PURCHASE		Reference your quote dated Furnish the following on terms specified herein REF:							
ACCEPTANCE THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME											
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: 1											
17 ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE See Schedule											
18 ITEM NO		19 SCHEDULE OF SUPPLIES/ SERVICES			20 QUANTITY ORDERED/ ACCEPTED*		21 UNIT		22 UNIT PRICE		23 AMOUNT
		SEE SCHEDULE									
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA TEL: (b) (6) EMAIL: (b) (6) BY: (b) (6)				25 TOTAL (b) (6)		\$486,917.00	
27a QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED				CONTRACTING / ORDERING OFFICER				26 DIFFERENCES			
b SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c DATE (YYYYMMDD)		d PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
e MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28 SHIP NO		29 DO VOUCHER NO		30 INITIALS		
f TELEPHONE NUMBER			g E-MAIL ADDRESS		<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32 PAID BY		33 AMOUNT VERIFIED CORRECT FOR		
36. I certify this account is correct and proper for payment.					31 PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34 CHECK NUMBER		
a DATE (YYYYMMDD)		b SIGNATURE AND TITLE OF CERTIFYING OFFICER							35 BILL OF LADING NO		
37 RECEIVED AT		38 RECEIVED BY		39 DATE RECEIVED (YYYYMMDD)		40 TOTAL CONTAINERS		41 S/R ACCOUNT NO		42 S/R VOUCHER NO	

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	MBW-000 Phase 1 Energy Bundle FY20 FFP You are hereby required to accomplish work stated in the performance work statement dated 22 February 2019. FOB: Destination PURCHASE REQUEST NUMBER: ACQR5771999 PSC CD: Y1AA	1	Each	(b) (4)	(b) (4)
NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	FUND ACRN AA FFP Funding Doc. No. M5490020RCP1EBP Customer ACRN: AA MILSTRIP: M5490020RCP1EBP				\$0.00
NET AMT					\$0.00
ACRN AA CIN: 00000000000000000000000000000000					(b) (4)

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government

000101	N/A	N/A	N/A	N/A
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DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	23-JUN-2020	1	PUBLIC WORKS DEPARTMENT (b) (6) 1013 O ST. SE 1ST FLOOR WASHINGTON DC 20374 (b) (6) FOB: Destination	N40080
000101	N/A	N/A	N/A	N/A

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.243-4	Changes	JUN 2007
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016

CLAUSES INCORPORATED BY FULL TEXT

52.243-7 NOTIFICATION OF CHANGES (JAN 2017)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 5 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 10 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

Section 00800 - Special Contract Requirements

STATEMENT OF WORK

PERFORMANCE WORK STATEMENT

SCOPE

1. GENERAL PROJECT INFORMATION

- 1.1. The Contractor shall provide all approved materials, labor, equipment, tools, mobilization, transportation, supervision, and any other incidental work and accessories to accomplish work as described herein. This PWS is not all encompassing toward providing a complete and usable project. The Contractor is required to inspect, clean, repair and test as needed any work for full operation to the requirements and specifications as detailed in this scope of work.
- 1.2. All work regarding the preparation of any project shall be coordinated with the Contracting Officer Representative (COR) and Project Manager prior to the execution of work. The Contractor is responsible for obtaining all necessary base clearance, permits, and associated requirements prior to the start of work.
- 1.3. **FACILITY SUPPORT SERVICES**
 - 1.3.1. The purpose of this project is to provide Facility Support Services for multiple items throughout the specified area of responsibility (AOR), as described in this PWS.
 - 1.3.2. The Contractor shall provide and secure labor, approved materials; tools, mobilization, transportation, supervision and equipment to accomplish all work as described herein.
 - 1.3.3. The Contractor shall field verify all locations dimensions and condition before ordering any material or starting any work.
 - 1.3.4. The Contractor must notify the COR of any conditions that differ from that indicated on these documents.
 - 1.3.5. All work shall comply with base building standards, NEC, NFPA, EM 385-1 and OSHA regulations. The contractor shall keep the work areas safe neat and orderly at all times. The work site is an occupied office building. Subsequently, certain precautions must be maintained to insure a safe environment for our tenants. The contractor is expected to place safety signs, cones or caution tape to close off an area anytime the tenants may in a hazardous area. All applicable OSHA codes shall be followed.
 - 1.3.6. The NAVFAC WASHINGTON PWD project managers reserve the right to shut down a job if an unsafe condition exists. The contractor safety manager or designated assistant shall inspect all jobs and implement safety procedures to insure tenant and worker safety. All trash and debris associated with this project shall be removed daily and disposed of offsite.

2. PERFORMANCE WORK STATEMENT

- 2.1. **Project – Marine Barracks Washington – Replace all existing light fixtures with LED retrofits. (See attached spread sheet)**
 - 2.1.1. LOTO the necessary circuits to change to the LED fixtures.
 - 2.1.2. **Basketball Court** – Change out 30 – 400W Metal Halide Can fixtures with 227W LED Can fixtures. A high reach will be needed for this work.
 - 2.1.3. **High Pressure Sodium Fixtures** – Change out approximately 152 High Pressure Sodium fixtures with a new 56W LED fixture.
 - 2.1.4. **3-Lamp 32W T8** – Remove the ballast and hardwire the fixture to allow the new LED bulbs. Approximately 40 fixtures.
 - 2.1.5. **4-Lamp 32W T8** – Remove the ballast and hardwire the fixture to allow the new LED bulbs. Approximately 9 fixtures.
 - 2.1.6. **2-Lamp 32W T8** - Remove the ballast and hardwire the fixture to allow the new LED bulbs. Approximately 78 fixtures.
 - 2.1.7. **1 Lamp 32W T8** – Remove the ballast and hardwire the fixture to allow the new LED bulbs. Approximately 4 fixtures.
 - 2.1.8. **CMC Landscape Lights** – The contractor will locate all of the existing sprinkler heads and associated piping and all other shallow utilities in the area. Remove all existing bullet up-lights

and path lights. Remove all existing landscaping wire for the lighting. Remove all transformers and timers. Furnish and install new LED Brass Bullet Up-Lights, 21 Each. Furnish and install new LED copper 16" path lights with concrete footings, 29 Each. Furnish and install two (2) new outdoor 300w transformers with timers for each lighting zone, 2 Each. Furnish and install new 12/2 low voltage electrical wiring in conduit, some of which will be installed under the existing walkways. Test the new system for proper operation.

2.1.9. Super Trooper Lights – Disconnect all electrical connections. Disconnect the existing spot lights (2) from the stand. Disconnect the existing power supply for each of the spot lights. Furnish and install two (2) new 6200320 B3 Xenon Power Supply 1-2K units. (208-240VAC single phase). Furnish and install two (2) new 24000-11 Super Trooper III Lights. Make all electrical and mechanical connections. Test for proper operation. Furnish new Crate-STIII Super Trooper Crates for storage of the lights during the off season.

2.1.10. The old ballasts that were removed and old lighting need to be disposed of properly.

- 2.2. The quality type of materials shall be commensurate or better to the quality of material used in the original installation.
- 2.3. The contractor should repair with 100% no deficiencies or concerns resulting from the repair in accordance with government accepted technical methods.
- 2.4. A preliminary inspection has been conducted by the prime contractor, with government validation, subsequently; no site is required unless otherwise requested by the prime contractor.

3. WORKLOCATION

- 3.1. All work under this TO will take place at the Marine Barracks Washington, located in Washington DC in entire complex.

4. EXAMINATION OF PREMISES

- 4.1. The contractor is expected to accomplish due diligence as to the general and local conditions that may affect the performance of work to the extent that such information is reasonably obtainable. Arrangement to visit the work site can be made by calling the COR or Project Manager.

5. PERIOD OF PERFORMANCE

- 5.1. The Period of Performance shall be from award up to 120 days. The Contractor will be required to commence and start planning upon award on the task order work under this contract immediately upon award, to prosecute the work diligently and to complete entire work ready for use by the end of the performance period. The time stated for completion shall include a final clean-up of the premises.

6. MATERIALS TO BE REUSED/SALVAGED/DISPOSED

- 6.1. The contractor shall correctly dispose of all demolished materials and equipment.

7. EXISTING CONDITIONS AND EXTRA OBLIGATIONS OF THE CONTRACTOR

- 7.1. The Contractor, subcontractor and their employees are required to present proper identification to gain access onto the facility in accordance with the current regulations. Care shall be taken to prevent damage to the facility and to protect those features not involved in this contract. The Contractor is responsible for securing all equipment left on site; the Government does not provide security for the Contractor's property. Damage to the facility as a result of the execution of this contract shall be rectified by the Contractor to the satisfaction of the Contracting Officer and COR and at no additional cost to the Government.

8. SAFETY AND ENVIRONMENTAL REQUIREMENTS

- 8.1. The Contractor shall comply with all Federal, State and Local fire, safety and environmental regulations which include but is not limited, Occupational Safety and Health Administration standards, and Environmental Protection Agency regulations.
- 8.2. The Contractor is expected to be aware of safety issues and plan accordingly. The Contractor is also expected to make recommendations for safety and safety surveillance activities, including any not

mentioned in this section. SAFETY is the FIRST priority of the work planned and executed by the Contractor.

- 8.3. If any hazards are encountered, the Contractor shall stop work immediately and notify the COR.
- 8.4. Contractor will provide all signage, caution tapes, etc. required for proper control in and around the Project site.
- 8.5. Access points to the facility are available with the stipulation that the areas will also be in use by the users. The access areas will be kept safe, clean and free from Project materials and debris.

9. IDENTIFICATION

- 9.1. All Contractor and Subcontractor personnel shall be required to possess and wear Security Identification badges at all times when on the installations premises. In addition, Contractor and subcontractor personnel shall display valid picture identification, such as current state driver's license in order to gain entry onto the Installation.

10. WORKING HOURS

- 10.1. The work shall be executed during normal working hours as defined as M-F 0730 to 1630 unless otherwise stated herein. Any out of normal working hours will be accomplished in a manner and at such times that will cause the least practicable disturbance to the installation and the normal activities of the installation, facility and work area. All out of normal working hours will require an escort. All work shall be completed including final clean-up no later than date approved by the COR.

11. ACCESS TO WORK SITE AFTER NORMAL WORK HOURS

- 11.1. The Contractor shall not enter the work area after normal scheduled work hours. In the event of unusual circumstances that may require access to the work site after normal hours, the Contractor shall notify the COR, who must make appropriate arrangements for access. The contractor is required to submit an escort request no later than two weeks prior to the planned out of hours work.

12. DISPOSAL OF RUBBISH, PROJECT DEBRIS AND GARBAGE

- 12.1. All demolished materials and debris shall be removed from the Government property and disposed to an approved landfill.

13. GOVERNMENT REPRESENTATIVES

- 13.1. The work will be under the general direction of a United States Navy representative, or another representative of the Government, designated, as appropriate. The provisions of this paragraph or provisions elsewhere in this contract regarding supervision, approval, or direction by the Contracting Officer or the designated person shall not relieve the Contractor of responsibility for accomplishing the work, with regard to sufficiency or time of performance, except as otherwise provided.

14. SUBMITTALS

- 14.1. The Contractor shall submit information including materials, equipment, etc. on the following to the COR for approval and for the project file:
 - 14.1.1. Work schedule
 - 14.1.2. Warranty
 - 14.1.3. Materials and Equipment

15. ATTACHMENTS

- 15.1. NAVFAC 7300 Form

16. WORKING ON GOVERNMENT INSTALLATIONS

- 16.1. The Contractor shall provide each employee with an identification badge, which identifies by photograph the individual as an employee of the Contractor. These badges shall be worn at all times and presented for examination upon the request from the KO, COR, QA Personnel, Military Police or any other Government official with a need to see the badge.
- 16.2. The Contractor and his employees shall be subject to all base traffic, security and registration regulations for personnel and vehicles.

- 16.3. All contractor personnel attending meetings, answering Government telephones, working on site, where their contractor status is not known to third parties, must identify themselves as contractors, to include wearing ID badges, which identify them as contractor personnel. Unless otherwise directed by the COR, all documents produced or revised by contractors or developed through contractor participation must be marked as “contractor generated documents” or otherwise identified in a manner that discloses the contractor’s participation. In addition, all contractor personnel shall identify themselves as a Contractor (CTR), on their email and email status.
- 16.4. Only the KO has the authority to authorize deviations from the terms and conditions of this contract, including deviations from specifications and requirements. In the event the Contractor does deviate, without written approval of the KO, such deviations shall be at the risk of, and any cost related thereto shall be borne by the contractor. Any matter concerning a change to the scope, prices, terms, or conditions of this contract shall be referred to the KO.
- 16.5. The COR will be confirmed at award.

17. SECURING GOVERNMENT PROPERTY

- 17.1. The Contractor is responsible for safeguarding all Government property and information provided in performance of this task order. At the close of each work period, the Contractor is responsible for ensuring Government facilities, equipment, and materials are secured. The Contractor shall develop and maintain a Government Furnished Equipment (GFE) Report (if applicable). This report shall be made available at any time upon request by the COR or KO. Contractor employees will be subject to all security procedures and any other applicable installation access and security regulations.

18. CONTRACTING OFFICER’S REPRESENTATIVE (COR)

- 18.1. The COR is designated by the Contracting Officer to perform the technical liaison between the contractor’s management and the Contracting Officer in routine technical matters constituting general program direction within the scope of the contract/task order. Under NO circumstances is the COR authorized to effect any changes in the work required under this contract/task order whatsoever, or enter into any agreement that has the effect of changing the terms and conditions of this Task Order, or that causes the Contractor to incur any costs. In addition, the COR will NOT supervise, direct, or control contractor employees. Notwithstanding this provision, to the extent that contractor accepts any direction that constitutes a change to his contract/task order without prior written authorization of the Contracting Officer, costs incurred in connection therewith are incurred at the sole risk of the contract, and if involved under this Task Order will be disallowed. Proceeding with work without proper contractual coverage may result in nonpayment or necessitate submittal of a contract claim. The prime contractor’s management should clearly communicate this position to its employees working on this contract and to any subcontractors also providing support.

19. INVOICING

- 19.1. There will be no partial invoicing on this project. The invoice shall be submitted once each project has been completed and accepted by the government. The invoice shall be submitted in accordance with the standard procedures of the Wide Area Workflow Process.
- 19.2. Each invoice shall include all required documents per NAVFAC standard operating procedures and the following:
- QC/QA Acceptance Form – To be completed for each project.

20. CONTRACTOR LABOR HOUR REPORTING

- 20.1. The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for NAVFAC Washington, PWD Washington via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year.
- 20.2. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

21. WARRANTY

21.1. The Contractor shall guarantee all of the work that is performed under this contract, including all materials and workmanship, for a minimum period of one (1) year from the date of full acceptance of the work. Should any material be found defective, not meeting specifications, or that which has not been approved in writing by the owner shall, upon discovery (including any time within the period of the guarantee), be replaced with the specified equipment or material at no additional cost to the Government. All work shall be performed and completed in a thorough, workmanlike manner and in accordance with the latest proven practices of the trade by thoroughly skilled and experienced workmen.

22. NMCARS 237.102

22.1. Per NMCARS 237.102(a)(1)(90), the contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

End PWS

(b) (6) Engineering Technician

22 February 2019

Prepared By:

Date

Attachment:

DAVIS-BACON WAGE DETERMINATION

"General Decision Number: DC20190002 09/13/2019

Superseded General Decision Number: DC20180002

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for

all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0	01/04/2019
1	01/11/2019
2	02/08/2019
3	03/22/2019
4	04/05/2019
5	05/03/2019
6	05/10/2019
7	05/24/2019
8	06/14/2019
9	06/28/2019
10	07/19/2019
11	07/26/2019
12	08/02/2019
13	08/09/2019
14	08/16/2019
15	08/30/2019
16	09/13/2019

ASBE0024-007 04/01/2019

Rates Fringes

ASBESTOS WORKER/HEAT & FROST

INSULATOR.....\$ 36.53 16.42+a

Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday.

ASBE0024-008 10/01/2017

Rates Fringes

ASBESTOS WORKER: HAZARDOUS
MATERIAL HANDLER.....\$ 22.81 7.34+a

Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday.

ASBE0024-014 10/01/2017

Rates Fringes

FIRESTOPPER.....\$ 28.01 7.78+a

Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke or other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, sealing of penetrating items and blank openings.

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday.

BRDC0001-002 04/28/2019

Rates Fringes

BRICKLAYER.....\$ 32.00 11.57

CARP0197-011 05/01/2019

Rates Fringes

CARPENTER, Includes Drywall
Hanging, Form Work, and Soft
Floor Laying-Carpet.....\$ 29.00 12.71

CARP0219-001 05/01/2019

	Rates	Fringes
MILLWRIGHT.....	\$ 35.99	11.23

CARP0441-001 05/01/2018

	Rates	Fringes
PILEDRIVERMAN.....	\$ 30.94	11.45

ELEC0026-016 06/03/2019

	Rates	Fringes
ELECTRICIAN, Includes Installation of HVAC/Temperature Controls.....	\$ 46.25	18.74

* ELEC0026-017 09/02/2019

	Rates	Fringes
ELECTRICAL INSTALLER (Sound & Communication Systems).....	\$ 28.55	11.28

SCOPE OF WORK: Includes low voltage construction, installation, maintenance and removal of teledata facilities (voice, data and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, railroad communications, micro waves, VSAT, bypass, CATV, WAN (Wide area networks), LAN (Local area networks) and ISDN (Integrated systems digital network).

WORK EXCLUDED: The installation of computer systems in industrial applications such as assembly lines, robotics and computer controller manufacturing systems. The installation of conduit and/or raceways shall be installed by Inside Wiremen. On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway or conduit not greater than 10 feet. Fire alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit. All HVAC control work.

ELEV0010-001 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 45.53	33.705+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence

Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.

b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

IRON0005-006 06/01/2019

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 32.50	22.385

IRON0005-012 05/01/2019

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 28.95	21.08

LABO0011-009 06/01/2019

	Rates	Fringes
LABORER: Skilled.....	\$ 25.05	8.52

FOOTNOTE: Potmen, power tool operator, small machine operator, signalmen, laser beam operator, waterproofer (excluding roofing), open caisson, test pit, underpinning, pier hole and ditches, ladders and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipe layers, or tile layers, operators of jackhammers, paving breakers, spaders or any machine that does the same general type of work, carpenter tenders, scaffold builders, operators of towmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers and other machines that do the same general type of work, whether powered by air, electric or gasoline, builders of trestle scaffolds over one tier high and sand blasters, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene burners and licensed powdermen, stake jumper, demolition.

MARB0002-004 04/28/2019

	Rates	Fringes
MARBLE/STONE MASON.....	\$ 38.81	18.29

INCLUDING pointing, caulking and cleaning of All types of masonry, brick, stone and cement EXCEPT pointing, caulking, cleaning of existing masonry, brick, stone and cement (restoration work)

 MARB0003-006 04/28/2019

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 29.12	12.27

MARB0003-007 04/28/2019

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 24.10	11.24

MARB0003-008 04/28/2019

	Rates	Fringes
TILE SETTER.....	\$ 29.12	12.27

MARB0003-009 04/28/2019

	Rates	Fringes
TILE FINISHER.....	\$ 24.10	11.24

PAIN0051-014 06/01/2018

	Rates	Fringes
GLAZIER		
Glazing Contracts \$2		
million and under.....	\$ 26.07	12.15
Glazing Contracts over \$2		
million.....	\$ 30.31	12.15

PAIN0051-015 06/01/2018

	Rates	Fringes
PAINTER		
Brush, Roller, Spray and		
Drywall Finisher.....	\$ 25.06	9.76

PLAS0891-005 07/01/2018

	Rates	Fringes
PLASTERER.....	\$ 29.53	6.80

PLAS0891-006 02/01/2019

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 28.45	11.28

PLAS0891-007 08/01/2016

	Rates	Fringes
FIREPROOFER		
Handler.....	\$ 16.50	4.89
Mixer/Pump.....	\$ 18.50	4.89
Sprayer.....	\$ 23.00	4.89

Spraying of all Fireproofing materials. Hand application of Fireproofing materials. This includes wet or dry, hard or soft. Intumescent fireproofing and refraction work, including, but not limited to, all steel beams, columns, metal decks, vessels, floors, roofs, where ever fireproofing is required. Plus any installation of thermal and acoustical insulation. All that encompasses setting up for Fireproofing, and taken down. Removal of fireproofing materials and protection. Mixing of all materials either by hand or machine following manufactures standards.

PLUM0005-010 08/01/2019

	Rates	Fringes
PLUMBER.....	\$ 43.92	18.95+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

PLUM0602-008 08/01/2019

	Rates	Fringes
PIPEFITTER, Includes HVAC		
Pipe Installation.....	\$ 43.14	21.87+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day.

ROOF0030-016 07/01/2019

	Rates	Fringes
ROOFER.....	\$ 30.25	13.24

SFDC0669-002 04/01/2019

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 35.60	21.97

SHEE0100-015 07/01/2019

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 40.77	21.35+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day

SUDC2009-003 05/19/2009

	Rates	Fringes
LABORER: Common or General.....	\$ 13.04	2.80
LABORER: Mason Tender - Cement/Concrete.....	\$ 15.40	2.85

LABORER: Mason Tender for pointing, caulking, cleaning of existing masonry, brick, stone and cement structures (restoration work); excludes pointing, caulking and cleaning of new or replacement masonry, brick, stone and cement.....\$ 11.67

POINTER, CAULKER, CLEANER, Includes pointing, caulking, cleaning of existing masonry, brick, stone and cement structures (restoration work); excludes pointing, caulking, cleaning of new or replacement masonry, brick, stone or cement.....\$ 18.88

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the

Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the

Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

ACCOUNTING AND APPROPRIATION DATA

AA: 1701106 BSM1 254 67029 067443 2D M54900
COST CODE: 0RCPIEBPEQAC
AMOUNT: (b) (4)

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	000101	00000000000000000000000000000000	(b) (4)

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

Navy Construction / Facilities Management Invoice

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	N68732
Issue By DoDAAC	N44889
Admin DoDAAC**	N44889
Inspect By DoDAAC	N44889
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N44889
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N44889

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert “See Schedule” or “Not applicable.”)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Project Manager: (b) (6)

Program Analyst: (b) (6)

Contracting Officer: (b) (6)

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 35	
1 CONTRACT/PURCH ORDER/ AGREEMENT NO N4008018D2010			2 DELIVERY ORDER/CALL NO N4008020F4354		3 DATE OF ORDER/CALL (YYYYMMDD) 2020 Feb 27		4 REQ / PURCH REQUEST NO ACQR5769534		5 PRIORITY		
6 ISSUED BY PUBLIC WORKS DEPARTMENT WASHINGTON NAVY YARD FEAD 1013 O ST. 1ST FLOOR WASHINGTON DC 20374			CODE N40080		7 ADMINISTERED BY (if other than 6) CODE SEE ITEM 6				8 DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)		
9 CONTRACTOR SAYERS CONSTRUCTION, LLC NAME (b) (6) AND 104 E MARTIN LUTHER KING DR ADDRESS SAN MARCOS TX 78666-5542			CODE 6AVS5		FACILITY		10 DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		11 MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		
12 DISCOUNT TERMS Net 30 Days							13 MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 7				
14 SHIP TO PUBLIC WORKS DEPARTMENT (b) (6) 1013 O ST. SE 1ST FLOOR WASHINGTON DC 20374			CODE N40080		15 PAYMENT WILL BE MADE BY CODE N68732 DEFENSE FINANCE AND ACCOUNTING SERVICE ATTN: ACCOUNTS PAYABLE CODE JAQAAA, ROOM 1441 1240 E. 9TH ST. CLEVELAND OH 44199-2055				MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.		
16 TYPE OF ORDER		DELIVERY/ CALL		<input checked="" type="checkbox"/>		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract					
		PURCHASE		<input type="checkbox"/>		Reference your quote dated Furnish the following on terms specified herein REF:					
ACCEPTANCE THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME											
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: 1											
17 ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE See Schedule											
18 ITEM NO		19 SCHEDULE OF SUPPLIES/ SERVICES				20 QUANTITY ORDERED/ ACCEPTED*		21 UNIT		22 UNIT PRICE	
		SEE SCHEDULE									
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.						24. UNITED STATES OF AMERICA TEL: (b) (6) EMAIL: (b) (6) BY: (b) (6)		(b) (6)		25 TOTAL \$92,328.00	
27a QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED						CONTRACTING / ORDERING OFFICER		26		DIFFERENCES	
b SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c DATE (YYYYMMDD)		d PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28 SHIP NO		29 DO VOUCHER NO		30 INITIALS	
f TELEPHONE NUMBER		g E-MAIL ADDRESS				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32 PAID BY		33 AMOUNT VERIFIED CORRECT FOR	
36. I certify this account is correct and proper for payment.						31 PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34 CHECK NUMBER	
a DATE (YYYYMMDD)		b SIGNATURE AND TITLE OF CERTIFYING OFFICER								35 BILL OF LADING NO	
37 RECEIVED AT		38 RECEIVED BY		39 DATE RECEIVED (YYYYMMDD)		40 TOTAL CONTAINERS		41 S/R ACCOUNT NO		42 S/R VOUCHER NO	

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	NRL-106 INSTALL NEW FEED FROM MAIN GATE HOUSE / TO ADJACENT GATE FFP The contractor shall provide and secure all Labor, material, tools, mobilization, transportation, supervision and equipment to accomplish all work as described herein and in contract drawings in order to provide installation of new feed from main gate house / to adjacent gate at Naval Research Laboratory Building 106 at Washington, D.C. FOB: Destination PURCHASE REQUEST NUMBER: ACQR5769534 PSC CD: Z2AZ	1	Each	(b) (4)	(b) (4)

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	FUND ACRN AA FFP Funding Doc. No. N0017320WX00010 Customer ACRN: AB MILSTRIP: N0017320WX00010				\$0.00

NET AMT

\$0.00

ACRN AA
CIN: 00000000000000000000000000000000

(b) (4)

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
000101	N/A	N/A	N/A	N/A

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	30-SEP-2020	1	PUBLIC WORKS DEPARTMENT (b) (6) 1013 O ST. SE 1ST FLOOR WASHINGTON DC 20374 (b) (6) FOB: Destination	N40080
000101	N/A	N/A	N/A	N/A

Section 00700 - Contract Clauses

PAYMENT INSTRUCTION

PGI 204.7108(b)(2) Payment Instructions

The required standard payment instruction and instruction table for this contract is located at:
https://www.acq.osd.mil/dpap/dars/pgi/pgi_html/current/PGI204_71.htm#payment_instructions

CLAUSES INCORPORATED BY REFERENCE

52.216-22	Indefinite Quantity	OCT 1995
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction	FEB 1999

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **15** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **365*** The time stated for completion shall include final cleanup of the premises.

*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

52.222-6 CONSTRUCTION WAGE RATE REQUIREMENTS (AUG 2018)

(a) Definition.—“Site of the work”—

(1) Means—

(i) *The primary site of the work.* The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) *The secondary site of the work, if any.* Any other site where a significant portion of the building or work is constructed, provided that such site is—

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the “primary site of the work” as defined in paragraph (a)(1)(i), or the “secondary site of the work” as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the “site of the work.” Such permanent, previously established facilities are not a part of the “site of the work” even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b)(1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Construction Wage Rate Requirements statute on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Construction Wage Rate Requirements statute poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Construction Wage Rate Requirements statute have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)

(a) Definitions. As used in this clause--Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is--

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without

mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee--

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees. (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--

(1) Is for--(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,500; and

(3) Includes work performed in the United States.

(End of clause)

52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)

(a) Definitions. As used in this clause (in accordance with 29 CFR 13.2)--

Child, domestic partner, and domestic violence have the meaning given in 29 CFR 13.2.

Employee--(1)(i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706; and

(A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8);

(B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions;

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and

(ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)(i) An employee performs ``on" a contract if the employee directly performs the specific services called for by the contract; and

(ii) An employee performs ``in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship has the meaning given in 29 CFR 13.2.

Multiemployer plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

Paid sick leave means compensated absence from employment that is required by E.O. 13706 and 29 CFR part 13.

Parent, sexual assault, spouse, and stalking have the meaning given in 29 CFR 13.2.

United States means the 50 States and the District of Columbia.

(b) Executive Order 13706. (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.

(2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.

(c) Paid sick leave. The Contractor shall--

(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

(2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;

(3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;

(4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;

(5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and

(6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.

(d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).

(e) Withholding. The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including--

(1) Any pay and/or benefits denied or lost by reason of the violation;

(2) Other actual monetary losses sustained as a direct result of the violation; and

(3) Liquidated damages.

(f) Payment suspension/contract termination/contractor debarment. (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, the contracting agency may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.

(3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.

(h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.

(i) Recordkeeping. (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

(i) Name, address, and social security number of each employee.

(ii) The employee's occupation(s) or classification(s).

(iii) The rate or rates of wages paid (including all pay and benefits provided).

(iv) The number of daily and weekly hours worked.

(v) Any deductions made.

(vi) The total wages paid (including all pay and benefits provided) each pay period.

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).

(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.

(ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 as described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706).

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).

(xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.

(xiii) The relevant contract.

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)(i) If the Contractor wishes to distinguish between an employee's covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.

(ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(1)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an

estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time for the Contractor.

(3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.

(4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.

(j) Interference/discrimination.

(1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to--

(i) Miscalculating the amount of paid sick leave an employee has accrued;

(ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;

(iii) Discouraging an employee from using paid sick leave;

(iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;

(v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;

(vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or

(vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.

(2) The Contractor shall not discharge or in any other manner discriminate against any employee for--

(i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.

(k) Notice. The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(l) Disputes concerning labor standards. Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives.

(m) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)

(a) The Contracting Officer may, in writing, order changes in the drawings and specifications within the general scope of the contract.

(b) The Contractor shall promptly notify the Contracting Officer, in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work.

(c) If changes under paragraph (a) or conditions under paragraph (b) increase or decrease the cost of, or time required for performing the work, the Contracting Officer shall make an equitable adjustment (see paragraph (d)) upon submittal of a "proposal for adjustment" (hereafter referred to as proposal) by the Contractor before final payment under the contract.

(d) The Contracting Officer shall not make an equitable adjustment under paragraph (b) unless--

(1) The Contractor has submitted and the Contracting Officer has received the required written notice; or

(2) The Contracting Officer waives the requirement for the written notice.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause.

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (JAN 2017)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 5 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 10 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)

(a) Definitions. As used in this clause--

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is--

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapidly report means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this

clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall--

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to--

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)

(a) Definitions. As used in this clause--

Contract financing payment means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

(1) Contract financing payments include--

(i) Advance payments;

(ii) Performance-based payments;

(iii) Commercial advance and interim payments;

(iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;

(v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.

(2) Contract financing payments do not include--

(i) Invoice payments;

(ii) Payments for partial deliveries; or

(iii) Lease and rental payments.

Electronic form means any automated system that transmits information electronically from the initiating system to affected systems.

Invoice payment means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government.

(1) Invoice payments include--

(i) Payments for partial deliveries that have been accepted by the Government;

(ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor;

(iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.

(2) Invoice payments do not include contract financing payments.

Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.

Receiving report means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.

(b) Except as provided in paragraph (d) of this clause, the Contractor shall submit payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order.

(c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:

(1) Electronic Data Interchange.

(2) Secure File Transfer Protocol.

(3) Direct input through the WAWF website.

(d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when--

(1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or

(4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.

(e) Information regarding WAWF is available at <https://wawf.cb.mil/>.

(f) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.cb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.cb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order: N4008018D2010-N4008020F4354

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Inspection – N44889 Acceptance

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	N68732
Issue By DoDAAC	N44889
Admin DoDAAC**	N44889
Inspect By DoDAAC	N44889
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N44889
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N44889

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

Inspector: (b) (6)

Acceptor: (b) (6)

Certifier: (b) (6)

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Chrystal Davis, (b) (6)

* For technical WAWF help, contact the WAWF helpdesk at 866-618 5988.

(End of clause)

LIQUIDATED DAMAGES

Liquidated Damage

11.502 Procedures

(b) If multiple completion dates are specified, the appropriate liquidated damage rate for each completion date shall be provided by the business line with the technical requirement and shall include information on the basis of each rate. If multiple deliverables are specified, by the appropriate liquidated damage rate per day per deliverable shall be provided by the business line with the technical requirement and shall include information on the basis of each rate, which shall be retained in the contract file.

(c) The final invoice shall include either the statement: “The contract was completed within the contract time and no liquidated damages are assessed,” or be annotated to show the contract completion date, the actual date of completion, the number of days for which liquidated damages are assessed, the rate per day of liquidated damages and the total amount of liquidated damages assessed by modification for late performance.

(d) Assessment of liquidated damages shall be through issuance of a unilateral modification.

Section 00800 - Special Contract Requirements

STATEMENT OF WORK

SCOPE

Project Title: NRL-106 INSTALL NEW FEED FROM MAIN GATE HOUSE / TO ADJACENT GATE HOUSE
(Please reference contractor's proposal dated January 03, 2020 in the completion of this project)

1. GENERAL PROJECT INFORMATION

1.1. The Contractor shall provide all approved materials, labor, equipment, tools, mobilization, transportation, supervision, and any other incidental work and accessories to accomplish work as described herein. This PWS is not all encompassing toward providing a complete and usable project. The Contractor is required to inspect, clean, repair and test as needed any work for full operation to the requirements and specifications as detailed in this scope of work.

1.2. All work regarding the preparation of any project shall be coordinated with the Contracting Officer Representative (COR) and Project Manager prior to the execution of work. The Contractor is responsible for obtaining all necessary base clearance, permits, and associated requirements prior to the start of work.

1.3. FACILITY SUPPORT SERVICES

1.3.1. The purpose of this project is to provide Facility Support Services for multiple items throughout the specified area of responsibility (AOR), as described in this PWS.

1.3.2. The Contractor shall provide and secure labor, approved materials; tools, mobilization, transportation, supervision and equipment to accomplish all work as described herein.

1.3.3. The Contractor shall field verify all locations dimensions and condition before ordering any material or starting any work.

1.3.4. The Contractor must notify the COR of any conditions that differ from that indicated on these documents.

1.3.5. All work shall comply with base building standards, NEC, NFPA, EM 385-1 and OSHA regulations. The contractor shall keep the work areas safe neat and orderly at all times. The work site is an occupied office building. Subsequently, certain precautions must be maintained to insure a safe environment for our tenants. The contractor is expected to place safety signs, cones or caution tape to close off an area anytime the tenants may in a hazardous area. All applicable OSHA codes shall be followed.

1.3.6. The NAVFAC WASHINGTON PWD project managers reserve the right to shut down a job if an unsafe condition exists. The contractor safety manager or designated assistant shall inspect all jobs and implement safety procedures to insure tenant and worker safety. All trash and debris associated with this project shall be removed daily and disposed of offsite.

2. PERFORMANCE WORK STATEMENT

2.1. Project – NRL 106. INSTALL NEW FEED FROM GUARD SHACK 106 TO GUARD SHACK 105 AT NRL ENTRANCE GATE.

2.1.1. Ensure to co-ordinate with Customer/ NRL Security and NAVFAC personnel / ET responsible for the project before work commences.

2.1.2. Secure work area.

2.1.3. Ensure to have Safety / Construction cones around work area.

2.1.4. Ensure ALL personnel working on site adhere and obey OSHA safety rules and regulations when on site.

2.1.5. Lock out / tag out.

2.1.6. Ensure to disconnect all electrical wiring associated with the electrical panels on guard shack 151 and 106.

2.1.7. Ensure to demo and remove both old existing electrical panels in both Guard shack 151 and 106.

2.1.8. Ensure to extend / excavate the already existing 23' long x 5' wide x 4' deep hole, if needed to run electrical conduits and wiring underground between both guard shacks.

2.1.9. Ensure to install (1) new electrical panel each on guard shack 151 and 106 to match existing.

2.1.10. Ensure newly installed electrical panels, wires and conduits conforms to the Manufacturers design and specifications.

2.1.11. Ensure all branch circuits from each panel are installed correctly to the original state.

2.1.12. Ensure newly installed electrical panels, wires and conduits are installed correctly.

2.1.13. Remove lock out/ tag out

2.1.14. Test runs newly installed systems for proper functionality.

- 2.1.15. Backfill, compact and pave existing 23'long x 5' wide x 4' deep hole once repairs have been complete
- 2.1.16. Ensure to remove all debris from work area.
- 2.1.17. Remove all Safety / Construction cones from work area when the project is certified as completed by a NAVFAC personnel / ET responsible for the project.
- 2.1.18. NOTE: This task will be performed ONLY on a weekend. Therefore, it does not affect the weekly daily activities of motorists and pedestrians trying to access the base.

- 2.2. The contractor shall select one of the following ELIN items that will be included in the proposal: A00E, A00F, A00G, and A00H. Use the ELIN Cheat sheet to verify
- 2.2.1. If a sub-contractor will be used, ELIN Item A00H, then the proposal shall include sub-contractor proposals.
- 2.3. The quality type of materials shall be commensurate or better to the quality of material used in the original installation.
- 2.4. The contractor should repair with 100% no deficiencies or concerns resulting from the repair in accordance with government accepted technical methods.
- 2.5. A preliminary inspection has been conducted by the prime contractor, with government validation, subsequently; no site is required unless otherwise requested by the prime contractor.

3. WORK LOCATION

- 3.1. All work under this TO will take place at the Naval Research Lab, located in Washington DC in building 106 and 151, Guard Shack, NRL Entrance Gate.

4. EXAMINATION OF PREMISES

- 4.1. The contractor is expected to accomplish due diligence as to the general and local conditions that may affect the performance of work to the extent that such information is reasonably obtainable. Arrangement to visit the work site can be made by calling the COR or Project Manager.

5. PERIOD OF PERFORMANCE

- 5.1. The Period of Performance shall be from award up to 90 days. The Contractor will be required to commence and start planning upon award on the task order work under this contract immediately upon award, to prosecute the work diligently and to complete entire work ready for use by the end of the performance period. The time stated for completion shall include a final clean-up of the premises.

6. MATERIALS TO BE REUSED/SALVAGED/DISPOSED

- 6.1. The contractor shall correctly dispose of all demolished materials and equipment.

7. EXISTING CONDITIONS AND EXTRA OBLIGATIONS OF THE CONTRACTOR

- 7.1. The Contractor, subcontractor and their employees are required to present proper identification to gain access onto the facility in accordance with the current regulations. Care shall be taken to prevent damage to the facility and to protect those features not involved in this contract. The Contractor is responsible for securing all equipment left on site; the Government does not provide security for the Contractor's property. Damage to the facility as a result of the execution of this contract shall be rectified by the Contractor to the satisfaction of the Contracting Officer and COR and at no additional cost to the Government.

8. SAFETY AND ENVIRONMENTAL REQUIREMENTS

- 8.1. The Contractor shall comply with all Federal, State and Local fire, safety and environmental regulations which include but is not limited, Occupational Safety and Health Administration standards, and Environmental Protection Agency regulations.
- 8.2. The Contractor is expected to be aware of safety issues and plan accordingly. The Contractor is also expected to make recommendations for safety and safety surveillance activities, including any not mentioned in this section. SAFETY is the FIRST priority of the work planned and executed by the Contractor.
- 8.3. If any hazards are encountered, the Contractor shall stop work immediately and notify the COR.
- 8.4. Contractor will provide all signage, caution tapes, etc. required for proper control in and around the Project site.
- 8.5. Access points to the facility are available with the stipulation that the areas will also be in use by the users. The access areas will be kept safe, clean and free from Project materials and debris.

9. IDENTIFICATION

9.1. All Contractor and Subcontractor personnel shall be required to possess and wear Security Identification badges at all times when on the installations premises. In addition, Contractor and subcontractor personnel shall display valid picture identification, such as current state driver's license in order to gain entry onto the Installation.

10. WORKING HOURS

10.1. The work shall be executed during normal working hours as defined as M-F 0730 to 1630 unless otherwise stated herein. Any out of normal working hours will be accomplished in a manner and at such times that will cause the least practicable disturbance to the installation and the normal activities of the installation, facility and work area. All out of normal working hours work will require an escort. All work shall be completed including final clean-up no later than date approved by the COR.

11. ACCESS TO WORK SITE AFTER NORMAL WORK HOURS

11.1. The Contractor shall not enter the work area after normal scheduled work hours. In the event of unusual circumstances that may require access to the work site after normal hours, the Contractor shall notify the COR, who must make appropriate arrangements for access. The contractor is required to submit an escort request no later than two weeks prior to the planned out of hours work.

12. DISPOSAL OF RUBBISH, PROJECT DEBRIS AND GARBAGE

12.1. All demolished materials and debris shall be removed from the Government property and disposed to an approved landfill.

13. GOVERNMENT REPRESENTATIVES

13.1. The work will be under the general direction of a United States Navy representative, or another representative of the Government, designated, as appropriate. The provisions of this paragraph or provisions elsewhere in this contract regarding supervision, approval, or direction by the Contracting Officer or the designated person shall not relieve the Contractor of responsibility for accomplishing the work, with regard to sufficiency or time of performance, except as otherwise provided.

14. SUBMITTALS

14.1. The Contractor shall submit information including materials, equipment, etc. on the following to the COR for approval and for the project file:

14.1.1. Work schedule

14.1.2. Warranty

14.1.3. Materials and Equipment

15. ATTACHMENTS

15.1. NAVFAC 7300 Form

16. WORKING ON GOVERNMENT INSTALLATIONS

16.1. The Contractor shall provide each employee with an identification badge, which identifies by photograph the individual as an employee of the Contractor. These badges shall be worn at all times and presented for examination upon the request from the KO, COR, QA Personnel, Military Police or any other Government official with a need to see the badge.

16.2. The Contractor and his employees shall be subject to all base traffic, security and registration regulations for personnel and vehicles.

16.3. All contractor personnel attending meetings, answering Government telephones, working on site, where their contractor status is not known to third parties, must identify themselves as contractors, to include wearing ID badges, which identify them as contractor personnel. Unless otherwise directed by the COR, all documents produced or revised by contractors or developed through contractor participation must be marked as "contractor generated documents" or otherwise identified in a manner that discloses the contractor's participation. In addition, all contractor personnel shall identify themselves as a Contractor (CTR), on their email and email status.

16.4. Only the KO has the authority to authorize deviations from the terms and conditions of this contract, including deviations from specifications and requirements. In the event the Contractor does deviate, without written

approval of the KO, such deviations shall be at the risk of, and any cost related thereto shall be borne by the contractor. Any matter concerning a change to the scope, prices, terms, or conditions of this contract shall be referred to the KO.

16.5. The COR will be confirmed at award.

17. SECURING GOVERNMENT PROPERTY

17.1. The Contractor is responsible for safeguarding all Government property and information provided in performance of this task order. At the close of each work period, the Contractor is responsible for ensuring Government facilities, equipment, and materials are secured. The Contractor shall develop and maintain a Government Furnished Equipment (GFE) Report (if applicable). This report shall be made available at any time upon request by the COR or KO. Contractor employees will be subject to all security procedures and any other applicable installation access and security regulations.

18. CONTRACTING OFFICER'S REPRESENTATIVE (COR)

18.1. The COR is designated by the Contracting Officer to perform the technical liaison between the contractor's management and the Contracting Officer in routine technical matters constituting general program direction within the scope of the contract/task order. Under NO circumstances is the COR authorized to effect any changes in the work required under this contract/task order whatsoever, or enter into any agreement that has the effect of changing the terms and conditions of this Task Order, or that causes the Contractor to incur any costs. In addition, the COR will NOT supervise, direct, or control contractor employees. Notwithstanding this provision, to the extent that contractor accepts any direction that constitutes a change to his contract/task order without prior written authorization of the Contracting Officer, costs incurred in connection therewith are incurred at the sole risk of the contract, and if involved under this Task Order will be disallowed. Proceeding with work without proper contractual coverage may result in nonpayment or necessitate submittal of a contract claim. The prime contractor's management should clearly communicate this position to its employees working on this contract and to any subcontractors also providing support.

19. INVOICING

19.1. There will be no partial invoicing on this project. The invoice shall be submitted once each project has been completed and accepted by the government. The invoice shall be submitted in accordance with the standard procedures of the Wide Area Workflow Process.

19.2. Each invoice shall include all required documents per NAVFAC standard operating procedures and the following:

- QC/QA Acceptance Form – To be completed for each project.

20. CONTRACTOR LABOR HOUR REPORTING

20.1. The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for NAVFAC Washington, PWD Washington via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year.

20.2. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

21. WARRANTY

21.1. The Contractor shall guarantee all of the work that is performed under this contract, including all materials and workmanship, for a minimum period of one (1) year from the date of full acceptance of the work. Should any material be found defective, not meeting specifications, or that which has not been approved in writing by the owner shall, upon discovery (including any time within the period of the guarantee), be replaced with the specified equipment or material at no additional cost to the Government. All work shall be performed and completed in a thorough, workmanlike manner and in accordance with the latest proven practices of the trade by thoroughly skilled and experienced workmen.

22. NMCARS 237.102

22.1. Per NMCARS 237.102(a)(1)(90), the contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

End PWS

WAGE DETERMINATION

"General Decision Number: DC20200003 02/07/2020

Superseded General Decision Number: DC20190003

State: District of Columbia

Construction Type: Residential

County: District of Columbia Statewide.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/24/2020
2	02/07/2020

* ASBE0024-008 04/01/2019

	Rates	Fringes
ASBESTOS WORKER: HAZARDOUS MATERIAL HANDLER.....	\$ 23.71	7.44+a

Includes preparation, wetting, stripping, removal, scrapping,
vacuuming, bagging and disposing of all insulation
materials, whether they contain asbestos or not, from
mechanical systems

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day,
Memorial Day, Independence Day, Labor Day, Veterans' Day,
Thanksgiving Day, the day after Thanksgiving and Christmas
Day provided the employee works the regular work day before
and after the paid holiday.

ELEV0010-001 01/01/2020

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 47.02	34.765+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence
Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas
Day and the Friday after Thanksgiving.

b. VACATIONS: Employer contributes 8% of basic hourly rate
for 5 years or more of service; 6% of basic hourly rate for
6 months to 5 years of service as vacation pay credit.

PLUM0005-009 08/01/2015

	Rates	Fringes
PLUMBER.....	\$ 24.41	9.86+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day
and the day after Thanksgiving, Christmas Day, New Year's
Day, Martin Luther King's Birthday, Memorial Day and the
Fourth of July.

PLUM0602-009 08/01/2019

	Rates	Fringes
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PIPEFITTER (HVAC Pipe
Installation).....\$ 43.14 21.87+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's
Birthday, Memorial Day, Independence Day, Labor Day,
Veterans' Day, Thanksgiving Day and the day after
Thanksgiving and Christmas Day.

SUDC2009-004 05/27/2009

	Rates	Fringes
BRICKLAYER.....	\$ 20.71	0.00
CARPENTER, Including Drywall Hanging.....	\$ 17.43	2.37
CEMENT MASON/CONCRETE FINISHER...	\$ 18.72	0.00
DRYWALL FINISHER/TAPER.....	\$ 15.00	0.00
ELECTRICIAN.....	\$ 19.93	3.11
LABORER: Common or General.....	\$ 12.54	0.00
LABORER: Mason Tender for pointing, caulking, cleaning of existing masonry, brick, stone and cement structures (restoration work); excludes pointing, caulking and cleaning of new or replacement masonry, brick, stone and cement.....\$ 12.59		
PAINTER: Brush and Roller.....	\$ 15.32	5.15
POINTER, CAULKER, CLEANER, Includes pointing, caulking, cleaning of existing masonry, brick, stone and cement structures (restoration work); excludes pointing, caulking, cleaning of new or replacement masonry, brick, stone or cement.....\$ 18.33		
ROOFER.....	\$ 26.33	0.00
SHEET METAL WORKER.....	\$ 18.33	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1,

2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on

- a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION"

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930 NH4A 254 77777 0 000173 2F 0X0010
COST CODE: N00173Z45000
AMOUNT: (b) (4)

[illegible]

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 40	
1 CONTRACT/PURCH ORDER/ AGREEMENT NO N4008018D2010			2 DELIVERY ORDER/CALL NO N4008020F4643		3 DATE OF ORDER/CALL (YYYYMMDD) 2020 May 08		4 REQ / PURCH REQUEST NO ACQR5772462		5 PRIORITY DO-C2		
6 ISSUED BY PUBLIC WORKS DEPARTMENT WASHINGTON NAVY YARD FEAD 1013 O ST. 1ST FLOOR WASHINGTON DC 20374			CODE N40080		7 ADMINISTERED BY (if other than 6) SEE ITEM 6				8 DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)		
9 CONTRACTOR SAYERS CONSTRUCTION, LLC NAME (b) (6) AND 104 E MARTIN LUTHER KING DR ADDRESS SAN MARCOS TX 78666-5542			CODE 6AVS5		FACILITY		10 DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		11 MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input checked="" type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		
							12 DISCOUNT TERMS		13 MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 7		
14 SHIP TO PUBLIC WORKS DEPARTMENT (b) (6) 1013 O ST. SE 1ST FLOOR WASHINGTON DC 20374			CODE N40080		15 PAYMENT WILL BE MADE BY CODE N68732 DEFENSE FINANCE AND ACCOUNTING SERVICE ATTN: ACCOUNTS PAYABLE CODE JAQAAA, ROOM 1441 1240 E. 9TH ST. CLEVELAND OH 44199-2055				MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.		
16 TYPE OF ORDER		DELIVERY/ CALL		<input checked="" type="checkbox"/>		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract					
		PURCHASE		<input type="checkbox"/>		Reference your quote dated Furnish the following on terms specified herein REF:					
ACCEPTANCE THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME											
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: 1											
17 ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE See Schedule											
18 ITEM NO		19 SCHEDULE OF SUPPLIES/ SERVICES				20 QUANTITY ORDERED/ ACCEPTED*		21 UNIT		22 UNIT PRICE	
SEE SCHEDULE											
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.					24. UNITED STATES OF AMERICA TEL: (b) (6) EMAIL: (b) (6) BY: (b) (6)			25 TOTAL (b) (6)		\$1,212,121.00	
27a QUANTITY IN COLUMN 20 HAS BEEN					CONTRACTING / ORDERING OFFICER			26 DIFFERENCES			
<input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED											
b SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c DATE (YYYYMMDD)		d PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28 SHIP NO		29 DO VOUCHER NO		30 INITIALS	
f TELEPHONE NUMBER						g E-MAIL ADDRESS		<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32 PAID BY	
36. I certify this account is correct and proper for payment.						31 PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				33 AMOUNT VERIFIED CORRECT FOR	
a DATE (YYYYMMDD)		b SIGNATURE AND TITLE OF CERTIFYING OFFICER								34 CHECK NUMBER	
										35 BILL OF LADING NO	
37 RECEIVED AT		38 RECEIVED BY		39 DATE RECEIVED (YYYYMMDD)		40 TOTAL CONTAINERS		41 S/R ACCOUNT NO		42 S/R VOUCHER NO	

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	NRL-259/260 Remove UST and Replace with two ASTs FFP The Contractor shall furnish all labor, supervision, management, tools, materials, equipment, transportation, and other items necessary to provide services outlined in the Statement of Work and in accordance with the Contractor's proposal dated 03/20/2020. FOB: Destination PURCHASE REQUEST NUMBER: ACQR 5772462 PSC CD: Y1AA FOB: Destination PURCHASE REQUEST NUMBER: ACQR5772462 PSC CD: Y1AA	1	Each	(b) (4)	(b) (4)

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	FUND ACRN AA FFP Funding Doc. No. N0017320RX00034 Customer ACRN: AA MILSTRIP: N0017320RX00034				\$0.00

NET AMT

\$0.00

ACRN AA
CIN: 00000000000000000000000000000000

(b) (4)

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
000101	N/A	N/A	N/A	N/A

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	05-MAY-2021	1	PUBLIC WORKS DEPARTMENT (b) (6) 1013 O ST. SE 1ST FLOOR WASHINGTON DC 20374 (b) (6) FOB: Destination	N40080
000101	N/A	N/A	N/A	N/A

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 15 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 365 calendar days after contract award. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$160 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after N/A

(End of clause)

52.222-6 CONSTRUCTION WAGE RATE REQUIREMENTS (AUG 2018)

(a) Definition.—“Site of the work”—

(1) Means—

(i) *The primary site of the work.* The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) *The secondary site of the work, if any.* Any other site where a significant portion of the building or work is constructed, provided that such site is—

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the “primary site of the work” as defined in paragraph (a)(1)(i), or the “secondary site of the work” as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the “site of the work.” Such permanent, previously established facilities are not a part of the “site of the work” even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b)(1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Construction Wage Rate Requirements statute on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification

may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Construction Wage Rate Requirements statute poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Construction Wage Rate Requirements statute have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
28%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Washington, DC 20375.

(End of provision)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)

(a) Definitions. As used in this clause--Commercially available off-the-shelf (COTS) item--

(1) Means any item of supply that is--

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee--

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees. (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--

(1) Is for--(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,500; and

(3) Includes work performed in the United States.

(End of clause)

52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)

(a) Definitions. As used in this clause (in accordance with 29 CFR 13.2)--

Child, domestic partner, and domestic violence have the meaning given in 29 CFR 13.2.

Employee--(1)(i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706; and

(A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8);

(B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions;

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and

(ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)(i) An employee performs ``on" a contract if the employee directly performs the specific services called for by the contract; and

(ii) An employee performs ``in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship has the meaning given in 29 CFR 13.2.

Multiemployer plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

Paid sick leave means compensated absence from employment that is required by E.O. 13706 and 29 CFR part 13.

Parent, sexual assault, spouse, and stalking have the meaning given in 29 CFR 13.2.

United States means the 50 States and the District of Columbia.

(b) Executive Order 13706. (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.

(2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.

(c) Paid sick leave. The Contractor shall--

(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

(2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;

(3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;

(4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;

(5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and

(6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.

(d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).

(e) Withholding. The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including--

(1) Any pay and/or benefits denied or lost by reason of the violation;

(2) Other actual monetary losses sustained as a direct result of the violation; and

(3) Liquidated damages.

(f) Payment suspension/contract termination/contractor debarment. (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, the contracting agency may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.

(3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.

(h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.

(i) Recordkeeping. (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

(i) Name, address, and social security number of each employee.

(ii) The employee's occupation(s) or classification(s).

(iii) The rate or rates of wages paid (including all pay and benefits provided).

(iv) The number of daily and weekly hours worked.

(v) Any deductions made.

(vi) The total wages paid (including all pay and benefits provided) each pay period.

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).

(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.

(ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 as described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706).

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).

(xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.

(xiii) The relevant contract.

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)(i) If the Contractor wishes to distinguish between an employee's covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.

(ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(1)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time for the Contractor.

(3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.

(4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.

(j) Interference/discrimination.

(1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to--

- (i) Miscalculating the amount of paid sick leave an employee has accrued;
- (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
- (iii) Discouraging an employee from using paid sick leave;
- (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
- (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
- (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
- (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.

(2) The Contractor shall not discharge or in any other manner discriminate against any employee for--

- (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
- (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
- (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
- (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.

(k) Notice. The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(l) Disputes concerning labor standards. Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives.

(m) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)

(a) The Contracting Officer may, in writing, order changes in the drawings and specifications within the general scope of the contract.

(b) The Contractor shall promptly notify the Contracting Officer, in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work.

(c) If changes under paragraph (a) or conditions under paragraph (b) increase or decrease the cost of, or time required for performing the work, the Contracting Officer shall make an equitable adjustment (see paragraph (d)) upon submittal of a "proposal for adjustment" (hereafter referred to as proposal) by the Contractor before final payment under the contract.

(d) The Contracting Officer shall not make an equitable adjustment under paragraph (b) unless--

(1) The Contractor has submitted and the Contracting Officer has received the required written notice; or

(2) The Contracting Officer waives the requirement for the written notice.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause.

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (JAN 2017)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 5 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

- (i) What line items have been or may be affected by the alleged change;
- (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
- (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
- (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 10 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time

extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019)

(a) Definitions. As used in this clause--

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is--

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapidly report means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <https://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <https://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <https://public.cyber.mil/eca/>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to

be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall--

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to--

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)

(a) Definitions. As used in this clause--

Contract financing payment means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

(1) Contract financing payments include--

(i) Advance payments;

(ii) Performance-based payments;

(iii) Commercial advance and interim payments;

(iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;

(v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.

(2) Contract financing payments do not include--

(i) Invoice payments;

(ii) Payments for partial deliveries; or

(iii) Lease and rental payments.

Electronic form means any automated system that transmits information electronically from the initiating system to affected systems.

Invoice payment means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government.

(1) Invoice payments include--

(i) Payments for partial deliveries that have been accepted by the Government;

(ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor;

(iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.

(2) Invoice payments do not include contract financing payments.

Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.

Receiving report means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.

(b) Except as provided in paragraph (d) of this clause, the Contractor shall submit payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order.

(c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:

(1) Electronic Data Interchange.

(2) Secure File Transfer Protocol.

(3) Direct input through the WAWF website.

(d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when—
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(1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or

(4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.

(e) Information regarding WAWF is available at <https://wawf.cb.mil/>.

(f) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order: **N40080-18-D-2010/N40080-20-F-4643**

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Inspection – N44889 Acceptance

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	N68732
Issue By DoDAAC	N44889
Admin DoDAAC**	N44889
Inspect By DoDAAC	N44889
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A

Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N44889
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N44889

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Inspector: (b) (6)
Acceptor: (b) (6)
Certifier: (b) (6)

(g) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

* For technical WAWF help, contact the WAWF helpdesk at 866-618 5988.

(End of clause)

CONSTRUCTION WAGE RATE

"General Decision Number: DC20200002 04/17/2020

Superseded General Decision Number: DC20190002

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage

rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0	01/03/2020
1	01/24/2020
2	02/07/2020
3	02/14/2020
4	02/28/2020
5	03/13/2020
6	04/17/2020

ASBE0024-007 04/01/2019

Rates Fringes

ASBESTOS WORKER/HEAT & FROST

INSULATOR.....\$ 36.53 16.42+a

Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday.

ASBE0024-008 04/01/2019

Rates Fringes

ASBESTOS WORKER: HAZARDOUS
MATERIAL HANDLER.....\$ 23.71 7.44+a

Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday.

ASBE0024-014 04/01/2019

Rates Fringes

FIRESTOPPER.....\$ 29.16 7.98+a

Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke of other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, sealing of penetrating items and blank openings.

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday.

BRDC0001-002 04/28/2019

Rates Fringes

BRICKLAYER.....\$ 32.00 11.57

CARP0197-011 05/01/2019

	Rates	Fringes
CARPENTER, Includes Drywall Hanging, Form Work, and Soft Floor Laying-Carpet.....	\$ 29.00	12.71

CARP0219-001 05/01/2019

	Rates	Fringes
MILLWRIGHT.....	\$ 35.99	11.23

CARP0441-001 05/01/2018

	Rates	Fringes
PILEDRIVERMAN.....	\$ 30.94	11.45

ELEC0026-016 11/04/2019

	Rates	Fringes
ELECTRICIAN, Includes Installation of HVAC/Temperature Controls.....	\$ 46.85	19.45

ELEC0026-017 09/02/2019

	Rates	Fringes
ELECTRICAL INSTALLER (Sound & Communication Systems).....	\$ 28.55	11.28

SCOPE OF WORK: Includes low voltage construction, installation, maintenance and removal of teledata facilities (voice, data and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, railroad communications, micro waves, VSAT, bypass, CATV, WAN (Wide area networks), LAN (Local area networks) and ISDN (Integrated systems digital network).

WORK EXCLUDED: The installation of computer systems in

industrial applications such as assembly lines, robotics and computer controller manufacturing systems. The installation of conduit and/or raceways shall be installed by Inside Wiremen. On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway or conduit not greater than 10 feet. Fire alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit. All HVAC control work.

ELEV0010-001 01/01/2020

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 47.02	34.765+a+b
a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.		
b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.		

IRON0005-005 06/01/2019

	Rates	Fringes
IRONWORKER, STRUCTURAL AND ORNAMENTAL.....	\$ 32.50	22.385

IRON0005-012 05/01/2019

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 28.95	21.08

LABO0011-009 06/01/2019

	Rates	Fringes
LABORER: Skilled.....	\$ 25.05	8.52

FOOTNOTE: Potmen, power tool operator, small machine

operator, signalmen, laser beam operator, waterproofer (excluding roofing), open caisson, test pit, underpinning, pier hole and ditches, ladders and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipe layers, or tile layers, operators of jackhammers, paving breakers, spaders or any machine that does the same general type of work, carpenter tenders, scaffold builders, operators of towmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers and other machines that do the same general type of work, whether powered by air, electric or gasoline, builders of trestle scaffolds over one tier high and sand blasters, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene burners and licensed powdermen, stake jumper, demolition.

MARB0002-004 04/28/2019

	Rates	Fringes
MARBLE/STONE MASON.....	\$ 38.81	18.29

INCLUDING pointing, caulking and cleaning of All types of masonry, brick, stone and cement EXCEPT pointing, caulking, cleaning of existing masonry, brick, stone and cement (restoration work)

MARB0003-006 04/28/2019

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 29.12	12.27

MARB0003-007 04/28/2019

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 24.10	11.24

MARB0003-008 04/28/2019

	Rates	Fringes
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TILE SETTER.....\$ 29.12 12.27

MARB0003-009 04/28/2019

Rates Fringes

TILE FINISHER.....\$ 24.10 11.24

PAIN0051-014 06/01/2018

Rates Fringes

GLAZIER

Glazing Contracts \$2

million and under.....\$ 26.07 12.15

Glazing Contracts over \$2

million.....\$ 30.31 12.15

PAIN0051-015 06/01/2018

Rates Fringes

PAINTER

Brush, Roller, Spray and

Drywall Finisher.....\$ 25.06 9.76

PLAS0891-005 07/01/2018

Rates Fringes

PLASTERER.....\$ 29.53 6.80

PLAS0891-006 02/01/2020

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 28.82 11.68

PLAS0891-007 08/01/2016

Rates Fringes

FIREPROOFER

Handler.....\$ 16.50 4.89

Mixer/Pump.....\$ 18.50 4.89

Sprayer.....\$ 23.00 4.89

Spraying of all Fireproofing materials. Hand application of Fireproofing materials. This includes wet or dry, hard or soft. Intumescent fireproofing and refraction work, including, but not limited to, all steel beams, columns, metal decks, vessels, floors, roofs, where ever fireproofing is required. Plus any installation of thermal and acoustical insulation. All that encompasses setting up for Fireproofing, and taken down. Removal of fireproofing materials and protection. Mixing of all materials either by hand or machine following manufactures standards.

PLUM0005-010 08/01/2019

	Rates	Fringes
PLUMBER.....	\$ 43.92	18.95+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

PLUM0602-008 08/01/2019

	Rates	Fringes
PIPEFITTER, Includes HVAC Pipe Installation.....	\$ 43.14	21.87+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day.

ROOF0030-016 07/01/2019

	Rates	Fringes
ROOFER.....	\$ 30.25	13.24

* SFDC0669-002 04/01/2020

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 35.70	23.60

SHEE0100-015 07/01/2019

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 40.77	21.35+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day

SUDC2009-003 05/19/2009

	Rates	Fringes
LABORER: Common or General.....	\$ 13.04	2.80

LABORER: Mason Tender - Cement/Concrete.....	\$ 15.40	2.85
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LABORER: Mason Tender for pointing, caulking, cleaning of existing masonry, brick, stone and cement structures (restoration work); excludes pointing, caulking and cleaning of new or replacement masonry, brick, stone and cement.....\$ 11.67

POINTER, CAULKER, CLEANER, Includes pointing, caulking, cleaning of existing masonry, brick, stone and cement structures (restoration work); excludes pointing, caulking, cleaning of new or replacement masonry, brick, stone or cement.....\$ 18.88

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed

in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage

determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

PGI 204.7108 PAYMENT

PGI 204.7108(b)(2) Payment Instructions
(See DFARS 204.7108, DFARS/PGI view)

(2) The payment office shall allocate and record the amounts paid to the accounting classification citations in the contract using the table below based on the type of payment request submitted (see DFARS 252.232-7006) and the type of effort.

For Government Use Only

Contract/Order Payment Clause

Type of Payment Request

Supply

Service

Construction

Payment Office Allocation Method

52.212-4 (Alt I), Contract Terms and Conditions—Commercial Items 52.216-7, Allowable Cost and Payment 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts

Cost Voucher

Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.

52.232-1, Payments

Navy Shipbuilding Invoice (Fixed Price)

Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.

52.232-1, Payments; 52.232-2, Payments under Fixed-Price Research and Development Contracts; 52.232-3, Payments under Personal Services Contracts; 52.232-4, Payments under Transportation Contracts and Transportation-Related Services Contracts; and 52.232-6, Payments under Communication Service Contracts with Common Carriers

Invoice

Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.

52.232-5, Payments Under Fixed-Price Construction Contracts

Construction Payment Invoice

Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.

52.232-16, Progress Payments

Progress Payment*

Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the “contract price” shall reflect the fixed price portion of the contract per FAR 32.501-3.

52.232-29, Terms for Financing of Purchases of Commercial Items; 52.232-30, Installment Payments for Commercial Items

Commercial Item Financing*

Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).

52.232-32, Performance-Based Payments

Performance-Based Payments*

Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).

252.232-7002, Progress Payments for Foreign Military Sales Acquisitions

Progress Payment*

Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.

*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).

Section 00800 - Special Contract Requirements

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930 NH4A 320 77777 0 050120 2F 000000
COST CODE: A00005571836
AMOUNT: (b) (4)

[illegible]

I BASIC DATA			
<input type="checkbox"/> URGENT	<input checked="" type="checkbox"/> ROUTINE	<input type="checkbox"/> Construction Action	<input type="checkbox"/> Facilities Support Contract Action
		<input type="checkbox"/> Utilities Contract	<input type="checkbox"/> Other Services
		<input checked="" type="checkbox"/> A-E Action	
		<input type="checkbox"/> Other (Specify): _____	
Contract #: <u>N4008018D2010</u>		Contractor: <u>SAYERS CONSTRUCTION, LLC</u>	
Planned T.O.# _____		E-Proj/Maximo # _____	
		<input type="checkbox"/> DO Rated Priority <input type="checkbox"/> DX Rated Priority	
TITLE: <u>NRL-106 INSTALL NEW FEED FROM MAIN GATE HOUSE / TO ADJACENT GATE HOUSE</u>			
DATE ACCEPTED BY ACQ: <u>11/21/2019</u>	FUNDING ACTIVITY: <u>N40080</u>	FUNDING TYPE: <u>Navy Working Capital</u>	
TEAM ASSIGNED TO ACTION	CS: <u>(b) (6)</u>	OA: <u>(b) (6)</u>	
PM: <u>(b) (6)</u>	ET: _____	FMS: _____	
ESTIMATED \$ VALUE: _____		Days to Complete Work _____	
BASIS OF COST ESTIMATE (if >\$150K)			
<input type="checkbox"/> Unsolicited proposal <input type="checkbox"/> Informal contractor estimate <input type="checkbox"/> Activity Engineer Estimate <input type="checkbox"/> Previous procurement experience			
<input checked="" type="checkbox"/> COR REQUIRED - Appt Memo Must Be Included in File		<input type="checkbox"/> COR NOT REQUIRED - Waiver Memo Must Be Included in File	
II PURCHASE HISTORY <input type="checkbox"/> New Requirement (no history)			
III COMPETITION REQUIREMENTS			
<input type="checkbox"/> Market Research conducted on actions >SAT IAW FAR Part 10 - See attached supporting documentation			
<input type="checkbox"/> Full and Open Comp (FAR 6.1)		<input type="checkbox"/> Full and Open Comp After Exclusion of Sources (FAR 6.2)	
		<input type="checkbox"/> D&F Attached	
<input type="checkbox"/> Sole source award under the 8(a) Program 15 U.S.C. 637 Authorized by Statue FAR 6.302-5(b)(4)			
Adequate Competition Expected: <input type="checkbox"/> Yes <input type="checkbox"/> No (explain in supporting documentation)		CPARS/PPIRS Reviewed: <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input checked="" type="checkbox"/> FAR 6.001(e)(1) Regional IDIQ Task Order		<input type="checkbox"/> FAR 6.001(f) MACC Task Order	
IV PROCEDURES			
<input checked="" type="checkbox"/> Negotiated		<input type="checkbox"/> Non-Competitive FAR 6.302-5(b)(4),(5) or (6)	
		<input type="checkbox"/> Competitive: LP ____ LPTA ____ Trade-Off ____	
<input type="checkbox"/> FAR Part 12 Commercial Items		<input type="checkbox"/> FAR 13.5 Test Program for Commercial Items	
V SOURCES (FAR PART 19)			
<input type="checkbox"/> See DD 2579 <input checked="" type="checkbox"/> DD-2579 Not required for actions <\$10K or Task Orders under Regional IDIQ Contracts			
VI TYPE OF SYNOPSIS NOTICE AND RELEASE			
<input type="checkbox"/> Not required, FAR 5.202(a)(4) 8(a) Sole Source Task Order		<input type="checkbox"/> If Required: Date of notice _____	
<input checked="" type="checkbox"/> Not required, FAR 5.202(a)(6) -- Regional IDIQ Contract Task Order			
VII CONTRACT/AGREEMENT/ORDER TYPE (FAR PART 16)			
<input checked="" type="checkbox"/> Task Order Under Existing IDIQ Contract		<input type="checkbox"/> Contract capacity checked and available capacity exists	
<input type="checkbox"/> Basic Ordering Agreement	<input type="checkbox"/> Blanket Purchase Agreement	<input type="checkbox"/> Order placed against a FSS or other non-DoD Contract	
REASONS FOR SELECTED TYPE OF CONTRACT			
<input type="checkbox"/> 8(a) Sole Source: Authorized by Statue, helps NAVFAC meet established Small Business Goals			
<input checked="" type="checkbox"/> Regional IDIQ Contract Task Order (DD-2579 on file, original contract was competed, awarded based on lowest price)			
<input type="checkbox"/> MACC Task Order: Low Risk, Pre-Qualified Contractors, Helps NAVFAC meet Competition Goals			
IF SOLE SOURCE OR MACC - REASON FOR SELECTING THIS PARTICULAR CONTRACTOR			
a. <input checked="" type="checkbox"/> Specific Contractor has successfully demonstrated their capabilities under previous task orders or contracts for this particular location, and/or client and has no known history of Marginal or Unsatisfactory Performance.			
b. <input type="checkbox"/> No specific reason. Equitable distribution of work among Sole Source 8(a) IDIQ Contracts			
c. <input type="checkbox"/> Contractor is deemed lowest price (LP) or LPTA or Trade-Off best value in accordance with Task Order Evaluation Plan under this MACC, and contractor and has no known history of Marginal or Unsatisfactory Past Performance.			
VIII OTHER CONSIDERATIONS			
Risk Assessment <input type="checkbox"/> High Risk <input checked="" type="checkbox"/> Low Risk	Sensitive Project Involved? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Cost or Pricing Data Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Specification/SOW available and free of restrictive details <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		GFP Involved <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
IX SPECIAL CLAUSES TO BE INCLUDED IN CONTRACT			

Include ANY special non-regulatory clauses, OR ANY regulatory clauses requiring special approvals (e.g., warranty clauses). Enter here or attach:

X MILESTONES

	Planned Date	Actual Date
Acquisition Planning Document Approved	11/21/2019	11/21/2019
Statement of Work Received	11/21/2019	11/21/2019
J & A for Other Than Full and Open Competition Approved	N/A	
D & Fs Approved (if required)	N/A	
Small Business Review (DD 2579)	N/A	
Synopsis posted on NECO website	N/A	
Presolicitation Notice/Conference	N/A	
Solicitation Issued	1/30/2020	
Prebid/Preproposal Conference	1/30/2020	
Solicitation Closed/Offers Received	N/A	
Offers Evaluated		
Open Negotiations/Close Negotiations		
BCM/PNM Completed/Approved		
Higher level approval, if required		
Congressional Notification, if required		
Contract Award		

XI APPROVAL ROUTING AND SIGNATURES

NAME / TITLE	SIGNATURE	DATE
/ Contract Specialist	(b) (6)	
/ Contracting Officer		
/ Legal Counsel		
/ Level Higher		

XII REVIEW BOARD

NAME	DATE	NAME	DATE

XIII ATTACHMENTS

<input type="checkbox"/> Market Research Documentation	<input type="checkbox"/> Synopsis Notice	<input type="checkbox"/> IGE	<input type="checkbox"/> Option Justification
<input type="checkbox"/> Statement of Work/PWS	<input type="checkbox"/> Contract Type D&F	<input type="checkbox"/> Source Selection Plan / TOEP	

https://cdmsub.cdm.navy.mil/jsp/face/jsp/jspt/face/DirectCiteFunding?Gidjs - Internet Explorer

File Edit View Favorites Tools Help

Tree Menu Search

Find Create Close Related Items

Direct Cite Funding

10 PM 07 10/23/2019

Document Number	Amendment Number	Revision Number	FY	Status	Receipt Date	Short Description	Receiving DODAAC	Customer DODAAC	Document Cumulative Amt
1	N0017320VYX06010	0	0	2020	ACCEPTED	09/23/2019	FY20 IDIQ BULK FUNDING FOR CONSTRUCTION IDIQ - FR 110164	N40980	N00173

Page 1 of 1 10 View 1 - 1 of 1

Direct Cite LOA SIOH Comments Action History Ledger History Attachments

ACRN	Treasury Index	FY	Basic Symbol	Subhead	Object Class	BCN	Suballotment	AAA UIC	Transaction Type	PAA	Cost Code	Incremental Amount	ACRN Ahead Cumulative Amt
1	AB	97	XXXX	4938	HH4A	254	77777	0	000173	2F	030010	N00173245000	(b) (4)

Direct Cite LOA to Electronic Contract Record

ACQR Number	Acquisition Amount	User Id	Last Updated
1	5709534	82,320.00	02/07/2020 19:31:06
2	5773983	137,672.00	02/07/2020 19:30:04
Total		220,000.00	

Page 1 of 1 10 View 1 - 2 of 2

Created Username	Created Timestamp	Date
(b) (6)	10/23/2019 17:22:42	(b) (6)
(b) (6)	11/05/2019 19:41:28	

Page 1 of 1 10 View 1 - 1 of 1

Find Create Close Related Items

Landing Page Tracker Cognos Official Reports

Theme Hot Sneaks

Download Bandwidth Test

110%

2:31 PM 2/7/2020

<div>Print</div> <div>Close</div> <div>Help</div>				
Transaction Information				
Award Type:	Delivery/Task Order	Prepared Date:	02/12/2020 14:00:50	Prepared User:
Award Status:	Draft	Last Modified Date:	02/19/2020 11:20:54	Last Modified User:
Closed Status:	No	Closed Status Date:		Closed By:
Document Information				
	Agency	Procurement Identifier	Modification No	Trans No
Award ID:	9700	N4008020F4354	0	0
Referenced IDV ID:	9700	N4008018D2010	0	
Reason For Modification:				
Solicitation ID:	N4008018R2010			
	Agency Identifier	Main Account	Sub Account	Initiative
Treasury Account Symbol:				Select One
Dates				
Date Signed:	02/19/2020			
Effective Date:	02/27/2020			
Completion Date:	09/30/2020			
Est. Ultimate Completion Date:	09/30/2020			
Solicitation Date:	11/27/2019			
Amounts				
Action Obligation:			(b) (4)	
Base And Exercised Options Value:				
Base and All Options Value (Total Contract Value):				
Fee Paid for Use of Indefinite Delivery Vehicle:			\$0.00	
Purchaser Information				
Contracting Office Agency ID:	1700	Contracting Office Agency Name:	DEPT OF THE NAVY	
Contracting Office ID:	N40080	Contracting Office Name:	NAV FAC ENGINEERING CMD WASHING	
Funding Agency ID:	1700	Funding Agency Name:	DEPT OF THE NAVY	
Funding Office ID:	N40080	Funding Office Name:	NAV FAC ENGINEERING CMD WASHING	
Foreign Funding:	Not Applicable			
Contractor Information				
SAM Exception:				
DUNS No:	034589144	Street:	104 E MARTIN LUTHER KING DR	
Vendor Name:	SAYERS CONSTRUCTION, LLC	Street2:		
DBAN:		City:	SAN MARCOS	
Cage Code:	6AVS5	State:	TX	Zip: 786665542
		Country:	UNITED STATES	
		Phone:	(512) 529-1272	
		Fax No:	(512) 354-7448	
		Congressional District:	TEXAS 35	
Business Category				
Organization Type	CORPORATE NOT TA	Business Types		
State of Incorporation	TX	<input checked="" type="checkbox"/> Corporate Entity, Not Tax Exempt Socio Economic Data <input checked="" type="checkbox"/> Minority Owned Business <input checked="" type="checkbox"/> Hispanic American Owned Relationship With Federal Government <input checked="" type="checkbox"/> All Awards Organization Factors <input checked="" type="checkbox"/> For Profit Organization <input checked="" type="checkbox"/> Limited Liability Corporation Certifications <input checked="" type="checkbox"/> SBA Certified 8(a) Program Participant <input checked="" type="checkbox"/> SBA Certified Hub Zone firm <input checked="" type="checkbox"/> DoT Certified Disadvantaged Business Enterprise		
Country of Incorporation	USA			
Contract Data				
Type of Contract:	Firm Fixed Price			
Inherently Governmental Functions:	Other Functions			
Multiyear Contract:	Yes			
Major Program:				
National Interest Action:	None			

Cost Or Pricing Data:

Purchase Card Used As Payment Method:

Uninitialized Action:

Performance Based Service Acquisition:

* FY 2004 and prior; 80% or more specified as performance requirement

* FY 2005 and later; 50% or more specified as performance requirement

Emergency Acquisition:

Contract Financing:

Cost Accounting Standards Clause:

Consolidated Contract:

Number Of Actions:

Legislative Mandates

Clinger-Cohen Act:

Labor Standards:

Materials, Supplies, Articles,
and Equip:Construction Wage Rate
Requirements:

Additional Reporting:

Interagency Contracting

Authority:

Other Interagency Contracting Statutory Authority:

(1000 characters)

Product Or Service Information

Product/Service Code:

Principal NAICS Code:

Bundled Contract:

DOD Acquisition Program:

Country of Product or Service
Origin:

Place of Manufacture:

Domestic or Foreign Entity:

Recovered Materials/Sustainability:

InfoTech Commercial Item
Category:

Claimant Program Code:

Sea Transportation:

GFP Provided Under This Action:

Use Of EPA Designated Products:

Description Of Requirement:
(Limit 250 characters)

Current: 64

Competition Information

Extent Competed For Referenced IDV:

Extent Competed:

Solicitation Procedures:

IDV Type Of Set Aside:

Type Of Set Aside:

Type Of Set Aside Source:

Evaluated Preference:

SBIR/STTR:

Fair Opportunity/Limited Sources:

Other Than Full And Open Competition:

Local Area Set Aside:

FedBizOpps:

A76 Action:

No

No

Letter Contract

Yes - Service where PBA is used.

Not Applicable

Not Applicable

Select One

Not Consolidated

1

Principal Place of Performance

Principal Place Of Performance State Location Country

Code:

Principal Place Of Performance

County Name:

Principal Place Of Performance

City Name:

Congressional District Place Of

Performance:

Place Of Performance Zip Code

(+4):

DC

Location

USA

DISTRICT OF COLUMBIA

WASHINGTON

00

20375 - 0001

Commercial Item Acquisition Procedures:	No
IDV Number of Offers:	Commercial Item Procedures not used
Number Of Offers Received:	1
Small Business Competitiveness Demonstration Program:	<input type="checkbox"/>
Simplified Procedures for Certain Commercial Items:	No
Preference Programs / Other Data	
Contracting Officer's Business Size Selection:	Small Business
Subcontract Plan:	Plan Not Required
Price Evaluation Percent Difference:	0 %



DEPARTMENT OF THE NAVY

NAVAL FACILITIES ENGINEERING COMMAND WASHINGTON
1314 HARWOOD STREET SE
WASHINGTON NAVY YARD DC 20374-5018

02/05/2020

From: (b) (6), Contracting Officer, NAVFAC, PWD Washington

To: (b) (6)

Subj: APPOINTMENT AS CONTRACTING OFFICER'S REPRESENTATIVE (COR) AND DEPARTMENTAL ACCOUNTABLE OFFICIAL (DAO)

Ref: (a) FAR 1.604
(b) DFARS 201.602-2
(c) NFAS 1.602-2
(d) NAVFAC P-1160, "Environmental Cost Reimbursement Contract Manual" (Environmental COR's only)
(e) DoD Financial Management Regulation (FMR), Volume 5, Chapter 33
(f) Department of Defense COR Handbook 22 March 2012
(g) DoD Directive (DoDD) 5500.07-R, Joint Ethics Regulation
(h) NAVFACINST 4200.1 ACQ, of 18 Sept 2013

Encl: (1) DD Form 577, Appointment/Termination Record - Authorized Signature
(2) Acknowledgement of Appointment as Departmental Accountable Official Memorandum

1. Pursuant to references (a) through (d) and (h), you are hereby appointed as the Contracting Officer's Representative (COR) for:

Contract: N4008018D2010- N4008020F4354
NRL-106 INSTALL NEW FEED FROM MAIN GATE HOUSE / TO ADJACENT GATE HOUSE
6AVS5 - SAYERS CONSTRUCTION, LLC (00054976 - SAN MARCOS TX)

Subj: APPOINTMENT AS CONTRACTING OFFICER'S REPRESENTATIVE (COR) AND DEPARTMENTAL ACCOUNTABLE OFFICIAL (DAO)

- a) As the COR, your duties include functioning as the technical representative of the Contracting Officer in the administration of the contract/task/delivery order cited above, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the performance of work under the contract.
 - b) In addition to becoming thoroughly familiar with references (a) through (h), you are cautioned to review carefully and comply with FAR 37.104 to ensure that the contract does not become a personal services contract through your actions or the actions of other Government personnel who may assist you in the performance of your duties. Also, COR's should be familiar with the Procurement Integrity Act, § 41 U.S.C. 2101-2107, which is implemented by regulation at FAR 3.104.
 - c) You are responsible for bringing to the attention of the Contracting Officer and the customer for whom the work is being performed, any significant deficiency with respect to contractor performance or other action that might jeopardize contract performance.
 - d) You may be personally liable for unauthorized acts, therefore you are not authorized, either by this letter or the above references to take any action, whether directly or indirectly, that could result in a change in the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract or Task Order/Delivery Order (TO/DO); or to direct the accomplishment of effort which would exceed the scope of the contract/TO/DO. Whenever there is the potential that discussions with the Contractor may impact these foregoing areas, contact the Contracting Officer. The Contracting Officer will determine whether formal modification of the contract/TO/DO is required. You must be especially cautious when providing an interpretation of specifications. If the contractor believes that the COR's interpretation is erroneous, the contractor shall be informed to notify the Contracting Officer in writing of this position.
2. Pursuant to reference (e), you are hereby appointed as a Departmental Accountable Official (DAO) to Thuy Le, Bethesda, MD for the contract /TO/DO cited above.
- a) As a DAO you shall ensure that payment recommendations are only for goods and services received/performed. You may be held accountable through personal monetary liability for any illegal, improper or incorrect payments that result from information, data or services you negligently provide to a certifying officer, and upon which the certifying officer directly relies in accordance with the provisions of 10 U.S.C. 2773a.
 - b) As a DAO, you will be responsible for supporting the certification of payment vouchers and documents for Contract and Vendor Pay.
 - c) Reference (e) provides a description of your responsibilities and pecuniary liability as a DAO which you should become thoroughly familiar with. You must acknowledge this appointment that you have read and understand your responsibilities and liability by signing in the space provided on the form provided at enclosure (1) and returning to the Contracting Officer with this letter.

Subj: APPOINTMENT AS CONTRACTING OFFICER'S REPRESENTATIVE (COR) AND DEPARTMENTAL ACCOUNTABLE OFFICIAL (DAO)

3. You are to perform your COR duties in accordance with references (a) through (h), as applicable, and any amplifying instructions provided herein or in writing by the Contracting Officer at a later date. COR duties are not re-delegable except to an appointed Alternate COR (ACOR) who may assume the duties only in the COR's absence. The ACOR is (b) (6).
4. You are reminded that in accordance with references (c) and (h) the Contracting Officer will conduct an annual review of your contract-related activities, as well as evaluate and document your performance with a copy provided to your supervisor.
5. Specific COR duties for the above specified contract/TO/DO, in addition to those required by references (a) through (h), are as follows:
 - a) Maintain a file for the assigned contract in accordance with references (a)&(h).
 - b) Assists in the development of the Independent Government Estimate, as appropriate.
 - c) Participates as a member of various boards, meetings and activities at the request of the Contracting Officer such as, Post-Award Orientation meeting, the Contracting Officer's negotiation team, contractor progress/performance meetings, etc.
 - d) Responsible for monitoring all Government technical interfaces with the contractor and ensuring copies of all Government technical correspondence are included in the file.
 - e) Responsible for responding appropriately and timely to contractor technical correspondence and ensuring adequate files are maintained.
 - f) Responsible for promptly furnishing documentation on any requests for change, deviation, or waiver (whether generated by the Government or the contractor) to the Contracting Officer for action and placement in the file.
 - g) Reviews and evaluates technical content of contractor's proposals and furnishes the Contracting Officer with comments and recommendations, as appropriate.
 - h) Reviews contractor's progress reports and furnishes the Contracting Officer comments based on the reports.
 - i) Periodically monitors contractor performance to ensure that the labor hours charged appears consistent and reasonable and that any travel charged was necessary and actually occurred.
 - j) Informs the Contracting Officer of any potential performance problems in a timely manner.
 - k) Properly documents all instances of non-conformance/non-compliance and follow up for resolution. Use this documentation to support invoice adjustments, CPARS ratings, award fee determinations, etc. Provide applicable input to the Contracting Officer in a timely manner.
 - l) In the event of contractor delay or failure to perform, determine the cause and make recommendations for appropriate corrective and/or preventative measures to the Contracting Officer.
 - m) The COR shall document and report actual or potential Labor Disputes to the Contracting Officer that may occur outside of the reporting period, that may impact the successful performance of the contract/order.
 - n) Record Surveillance conducted for Quality Assurance including any deficiencies, delays or significant shortcomings in the contractor's performance during reporting period.
 - o) Record and report to the Contracting Officer any known or perceived vulnerability to Fraud.
 - p) Monitors contractor compliance with safety and quality management requirements.
 - q) Responsible for the timely inspections and acceptance of the services performed upon completion of the work and documenting accordingly.

Subj: APPOINTMENT AS CONTRACTING OFFICER'S REPRESENTATIVE (COR) AND DEPARTMENTAL ACCOUNTABLE OFFICIAL (DAO)

- r) Review/approve invoices in a timely manner for accuracy, completeness and conformance to the work ordered and performed as well as reasonableness. (For cost contracts: "Review/approve vouchers to ensure services were received and costs are reasonable and necessary and in accordance with the PWS requirements"). Provide relevant/applicable input to the Contracting Officer. Maintain supporting documentation for invoice (for cost contracts insert "voucher") reviews.
 - s) Submit recurring written reports to the Contracting Officer documenting the Contractor's progress with a copy to the COR supervisor. Template provided with ref (h).
 - t) Responsible for ensuring contractor's performance evaluations are accomplished in a timely manner.
 - u) Ensure contract/TO/DO's are closed out timely and provide written completion statements/progress reports, as appropriate or requested.
 - v) Assures turnover of the COR's working files to the Contracting Officer upon contract/TO/DO completion, re-assignment or termination of appointment.
6. At your discretion, you may use a Technical Point of Contact (TPOC) or Subject Matter Expert (SME) to assist in administration, oversight, and performance assessment. TPOCs and SMEs are government technical personnel providing assistance to a COR. TPOCs and SMEs are not formally appointed positions; however, technical experts are often required for successful oversight of contractor performance and maybe used at the discretion of the appointed COR. Requests for TPOC and SME support should be prepared by the COR. TPOCs and SMEs performing COR functions SHALL be appointed as a COR.
7. The COR shall avoid constructive changes or unauthorized commitments to the contract. The COR shall not direct any change that affects price, quality, quantity, delivery, or other terms and conditions of the contract per DFARS201.602-2(2)(iv).
8. The COR is responsible for maintaining COR certification per reference (h) which includes annual and refresher training.
9. The duties and responsibilities set forth herein are not intended to be all-inclusive. As specific individual situations arise that have not been covered or that have created a question, bring these to the attention of the Contracting Officer and obtain advice on how to proceed.
10. This appointment shall remain in full force and effect, through the life of the contract or TO/DO unless sooner revoked, reassigned or employment terminated.
11. You are required to sign and return the original of this appointment letter and DD 577 to the Contracting Officer. A copy should be retained for your file.

Subj: APPOINTMENT AS CONTRACTING OFFICER'S REPRESENTATIVE (COR) AND DEPARTMENTAL
ACCOUNTABLE OFFICIAL (DAO)

(b) (6), Contracting Officer, NAVFAC, PWD Washington

Contracting Officer name/signature

Date

02/05/2020

(b) (6)

Digitally signed by (b) (6)

Date: 2020.02.19 12:43:58 -05'00'

(b) (6)

COR name/signature

Date 02/05/2020

(Constitutes acceptance of the COR and DAO appointment, the conditions thereof, and my certification
that I have read and understand the Joint Ethics Regulation.)

Copy to:

Contractor (w/o Encl (1)—includes PII)

Original to:

Contracting Officer

Encl: (1): Completed DD 577

Subj: APPOINTMENT AS CONTRACTING OFFICER'S REPRESENTATIVE (COR) AND DEPARTMENTAL
ACCOUNTABLE OFFICIAL (DAO)

ACKNOWLEDGMENT

MEMORANDUM FOR (b) (6), Contracting Officer, NAVFAC, PWD Washington

Subj: APPOINTMENT AS DEPARTMENTAL ACCOUNTABLE OFFICIAL

In accordance with your memorandum of 02/05/2020, I hereby execute the following statement:

"By signature hereon, I acknowledge my appointment as a Departmental Accountable Official. I understand that I shall be pecuniarily liable for illegal, improper or incorrect payments that result from information, data or services I negligently provide to a certifying officer, and upon which, the certifying officer directly relies in accordance with the provisions of 10 U.S.C. 2773a. I understand that I have the right to request relief of liability for any certification I supported that is determined to be an illegal, improper, or incorrect payment. I further understand that this appointment will remain in effect until revoked in writing by you (or your successor) or until I am transferred, separated for any reason, or retire from service."

(b) (6)
(b) (6) Digitally signed by
(b) (6)
Date: 2020.02.19 12:44:18 -0500

02/05/2020

SIGNATURE

DATE

(b) (6)

NAME (Print/Type)

Original to:

Contracting Officer

(b) (6)

CIV USN NAVFAC WASHINGTON DC (USA)

From: (b) (6) CIV USN NAVFAC WASHINGTON DC (USA)
Sent: Wednesday, March 11, 2020 3:43 PM
To: (b) (6)
Cc: (b) (6) CIV USN (USA); (b) (6)
(b) (6) USN NAVFAC WASHINGTON DC (USA); (b) (6) CIV USN
COMNAVFACENGCOM DC (US); (b) (6) USN NAVFAC WASHINGTON
DC (USA); (b) (6) CIV USN (USA); (b) (6) CIV USN NAVFAC
WASHINGTON DC (USA); (b) (6) CIV USN (USA); (b) (6)
USN NAVSUPACT DC (USA); (b) (6) CIV USN (USA); (b) (6) CIV
USN NAVFAC WASHINGTON DC (USA); (b) (6) CIV USN NAVFAC
WASHINGTON DC (USA); (b) (6) USN (USA)
Subject: Distribution Notice of Award: Fully executed N4008018D2010-N4008020F4354:
NRL-106 INSTALL NEW FEED FROM MAIN GATE HOUSE / TO ADJACENT GATE HOUSE
Attachments: Signed Task Order - N4008020F4354.pdf
Signed By: (b) (6)

DISTRIBUTION NOTICE OF AWARD

Attention: SAYERS CONSTRUCTION, LLC. (6AVS5)

Congratulations, contract task order number N4008018D2010-N4008020F4354: NRL-106 INSTALL NEW FEED FROM MAIN GATE HOUSE / TO ADJACENT GATE HOUSE has been awarded to your company. Please see the attached fully executed task order for your records.

Thank you for your attention to this matter. Please respond to this email to acknowledge receipt and to address any concerns.

Very Respectfully,

(b) (6)

Contract Specialist
NAVFAC Washington PWD
1013 O Street SE
Washington, DC 20374

(b) (6)

"Live Long and Prosper"

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 21	
1 CONTRACT/PURCH ORDER/ AGREEMENT NO N4008018D2010			2 DELIVERY ORDER/CALL NO N4008020F4354		3 DATE OF ORDER/CALL (YYYYMMDD) 2020 Feb 04		4 REQ / PURCH REQUEST NO ACQR5769534		5 PRIORITY		
6 ISSUED BY PUBLIC WORKS DEPARTMENT WASHINGTON NAVY YARD FEAD 1013 O ST. 1ST FLOOR WASHINGTON DC 20374			CODE N40080		7 ADMINISTERED BY (if other than 6) CODE SEE ITEM 6				8 DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)		
9 CONTRACTOR SAYERS CONSTRUCTION, LLC NAME (b) (6) AND 104 E MARTIN LUTHER KING DR ADDRESS SAN MARCOS TX 78666-5542			CODE 6AVS5		FACILITY		10 DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		11 MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		
							12 DISCOUNT TERMS		13 MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 7		
14 SHIP TO PUBLIC WORKS DEPARTMENT (b) (6) 1013 O ST. SE 1ST FLOOR WASHINGTON DC 20374			CODE N40080		15 PAYMENT WILL BE MADE BY CODE N68732 DEFENSE FINANCE AND ACCOUNTING SERVICE ATTN: ACCOUNTS PAYABLE CODE JAQAAA, ROOM 1441 1240 E. 9TH ST. CLEVELAND OH 44199-2055				MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.		
16 TYPE OF ORDER		DELIVERY/ CALL		<input checked="" type="checkbox"/>		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract					
		PURCHASE		<input type="checkbox"/>		Reference your quote dated Furnish the following on terms specified herein REF:					
ACCEPTANCE THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME											
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: 1											
17 ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE See Schedule											
18 ITEM NO		19 SCHEDULE OF SUPPLIES/ SERVICES				20 QUANTITY ORDERED/ ACCEPTED*		21 UNIT		22 UNIT PRICE	
		SEE SCHEDULE								23 AMOUNT	
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.						24. UNITED STATES OF AMERICA TEL: EMAIL: BY:		25 TOTAL 26 DIFFERENCES		(b) (6)	
27a QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED											
b SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c DATE (YYYYMMDD)		d PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28 SHIP NO		29 DO VOUCHER NO		30 INITIALS	
f TELEPHONE NUMBER						g E-MAIL ADDRESS		<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32 PAID BY	
36. I certify this account is correct and proper for payment.						31 PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				33 AMOUNT VERIFIED CORRECT FOR	
a DATE (YYYYMMDD)		b SIGNATURE AND TITLE OF CERTIFYING OFFICER								34 CHECK NUMBER	
										35 BILL OF LADING NO	
37 RECEIVED AT		38 RECEIVED BY		39 DATE RECEIVED (YYYYMMDD)		40 TOTAL CONTAINERS		41 S/R ACCOUNT NO		42 S/R VOUCHER NO	

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	NRL-106 INSTALL NEW FEED FROM MAIN GATE HOUSE / TO ADJACENT GATE FFP The contractor shall provide and secure all Labor, material, tools, mobilization, transportation, supervision and equipment to accomplish all work as described herein and in contract drawings in order to provide electrical construction services. Other incidental type work associated with electrical construction is included and may be ordered for industrial, commercial, and residential locations indicated within each task order. The contract will be for facilities within the AOR of NAVFAC Washington Public Works Department Washington with installations in Maryland, District of Columbia, and Virginia. The contract value shall not exceed \$4,000,000. FOB: Destination PURCHASE REQUEST NUMBER: ACQR5769534 PSC CD: Z2AZ	1	Each	(b) (4)	(b) (4)

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	FUND ACRN AA FFP Funding Doc. No. N0017320WX00010 Customer ACRN: AB MILSTRIP: N0017320WX00010				\$0.00

NET AMT

\$0.00

ACRN AA
CIN: 00000000000000000000000000000000

(b) (4)

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
000101	N/A	N/A	N/A	N/A

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	30-SEP-2020	1	PUBLIC WORKS DEPARTMENT (b) (6) 1013 O ST. SE 1ST FLOOR WASHINGTON DC 20374 (b) (6) FOB: Destination	N40080
000101	N/A	N/A	N/A	N/A

Section 00700 - Contract Clauses

PAYMENT INSTRUCTION**PGI 204.7108(b)(2) Payment Instructions**

The required standard payment instruction and instruction table for this contract is located at:
https://www.acq.osd.mil/dpap/dars/pgi/pgi_htm/current/PGI204_71.htm#payment_instructions

CLAUSES INCORPORATED BY REFERENCE

52.216-21	Requirements	OCT 1995
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction	FEB 1999

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **15** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **365*** The time stated for completion shall include final cleanup of the premises.

*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

52.222-6 CONSTRUCTION WAGE RATE REQUIREMENTS (AUG 2018)

(a) Definition.—“Site of the work”—

(1) Means—

(i) *The primary site of the work.* The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) *The secondary site of the work, if any.* Any other site where a significant portion of the building or work is constructed, provided that such site is—

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the “primary site of the work” as defined in paragraph (a)(1)(i), or the “secondary site of the work” as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b)(1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Construction Wage Rate Requirements statute on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Construction Wage Rate Requirements statute poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount

designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Construction Wage Rate Requirements statute have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)

(a) Definitions. As used in this clause--

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is--

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift,

intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapidly report means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and

protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent

practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall--

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to--

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)

(a) Definitions. As used in this clause--

Contract financing payment means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

(1) Contract financing payments include--

(i) Advance payments;

(ii) Performance-based payments;

(iii) Commercial advance and interim payments;

(iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;

(v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.

(2) Contract financing payments do not include--

(i) Invoice payments;

(ii) Payments for partial deliveries; or

(iii) Lease and rental payments.

Electronic form means any automated system that transmits information electronically from the initiating system to affected systems.

Invoice payment means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government.

(1) Invoice payments include--

(i) Payments for partial deliveries that have been accepted by the Government;

(ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor;

(iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.

(2) Invoice payments do not include contract financing payments.

Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.

Receiving report means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.

(b) Except as provided in paragraph (d) of this clause, the Contractor shall submit payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order.

(c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:

(1) Electronic Data Interchange.

(2) Secure File Transfer Protocol.

(3) Direct input through the WAWF website.

(d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when-

(1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or

(4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.

(e) Information regarding WAWF is available at <https://wawf.cb.mil/>.

(f) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(Contracting Officer: Insert either “Invoice 2in1” or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	_____
Issue By DoDAAC	_____
Admin DoDAAC**	_____
Inspect By DoDAAC	_____
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert “See Schedule” or “Not applicable.”)

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

Section 00800 - Special Contract Requirements

WAGE DETERMINATION

"General Decision Number: DC20200003 02/07/2020

Superseded General Decision Number: DC20190003

State: District of Columbia

Construction Type: Residential

County: District of Columbia Statewide.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/24/2020
2	02/07/2020

* ASBE0024-008 04/01/2019

Rates	Fringes
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ASBESTOS WORKER: HAZARDOUS	
MATERIAL HANDLER.....	\$ 23.71 7.44+a

Includes preparation, wetting, stripping, removal, scrapping,

vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday.

ELEV0010-001 01/01/2020

Rates Fringes

ELEVATOR MECHANIC.....\$ 47.02 34.765+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.

b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

PLUM0005-009 08/01/2015

Rates Fringes

PLUMBER.....\$ 24.41 9.86+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

PLUM0602-009 08/01/2019

Rates Fringes

PIPEFITTER (HVAC Pipe Installation).....\$ 43.14 21.87+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day.

SUDC2009-004 05/27/2009

Rates Fringes

BRICKLAYER.....	\$ 20.71	0.00
CARPENTER, Including Drywall Hanging.....	\$ 17.43	2.37
CEMENT MASON/CONCRETE FINISHER...	\$ 18.72	0.00
DRYWALL FINISHER/TAPER.....	\$ 15.00	0.00
ELECTRICIAN.....	\$ 19.93	3.11
LABORER: Common or General.....	\$ 12.54	0.00
LABORER: Mason Tender for pointing, caulking, cleaning of existing masonry, brick, stone and cement structures (restoration work); excludes pointing, caulking and cleaning of new or replacement masonry, brick, stone and cement.....		
	\$ 12.59	
PAINTER: Brush and Roller.....	\$ 15.32	5.15
POINTER, CAULKER, CLEANER, Includes pointing, caulking, cleaning of existing masonry, brick, stone and cement structures (restoration work); excludes pointing, caulking, cleaning of new or replacement masonry, brick, stone or cement.....		
	\$ 18.33	
ROOFER.....	\$ 26.33	0.00
SHEET METAL WORKER.....	\$ 18.33	0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including

preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and

non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

[illegible]

(b) (6)

CIV USN NAVFAC WASHINGTON DC (USA)

From:

(b) (6)

Sent:

Wednesday, February 26, 2020 8:57 PM

To:

(b) (6) CIV USN NAVFAC WASHINGTON DC (US); (b) (6) CIV USN
COMNAVFACENGCOM DC (US); (b) (6) USN NAVFAC WASHINGTON DC
(USA); (b) (6) CIV (USA); (b) (6) CIV USN NAVFAC WASHINGTON DC
(USA); (b) (6)

Cc:

(b) (6)

Subject:

[Non-DoD Source] NRL 210; RFP NRL106 and NRL 259 Job Site Visit Coordination

(b) (6)

I was wondering if I could schedule to visit these 3 projects simultaneously on either March 3rd or 4th?

- RFP NRL 210 HV SWITCH GEAR REPLACEMENT
- CONTRACT NRL 106 INSTALL NEW FEED FROM MAIN GATE HOUSE TO ADJACENT GATE HOUSE
- RFP NRL 259-260 Remove UST and Replace with two ASTs

In attendance will be myself (b) (6), (b) (6) (Bretco), (b) (6) (Summer Consultants), and potentially one or two more.

I greatly appreciate your assistance.

Thank you,

--

(b) (6)

(b) (6)

ORDER FOR WORK AND SERVICE/DIRECT CITATION

Page 1 of 3 Pages

1. THIS ORDER MUST BE ACCEPTED ON A REIMBURSABLE BASIS AND/OR, DIRECT CITATION AND IS SUBJECT TO THE CONDITIONS LISTED ON THE REVERSE SIDE.							2. DOCUMENT NUMBER N0017320WX00010			
3. REFERENCE NUMBER See below		4. FUNDS EXPIRE ON 30-SEP-20		5. WORK COMPLETION DATE 30-SEP-20		6. DATE PREPARED 23-SEP-19		7. AMENDMENT NO. BASIC		
8. FROM Naval Research Laboratory Attn: Budget, Code 3310 4555 Overlook Ave., SW Washington, DC 20375-5320					9. FOR DETAILS CONTACT: (b) (6) Code: 3530 Phone: (b) (6) Email: (b) (6)					
10. TO UIC NAVAL FACILITIES ENGINEERING COMMAND WASHINGTON 1314 HARWOOD STREET SE B 212 WASHINGTON NAVY YARD WASHINGTON, DC 20374-5018					11. MAIL BILLINGS TO: DFAS Cleveland Center Rec Br. 1240 East Ninth Street Cleveland, OH 44199-2055 ALC: 00008522					
12. ACCOUNTING DATA TO BE CITED ON RESULTING BILLINGS										
A. ACRN	B. APPROPRIATION	C. SUB-HEAD	D. OBJ. CLASS	E. BU CONTROL	F. SA	G. AAA	H. TT	I. PAA	J. COST CODE	K. AMOUNT
AA	97X4930	NH4A	253	77777	0	000173	2F	0X0010	N00173Z45000	(b) (4)
AB	97X4930	NH4A	254	77777	0	000173	2F	0X0010	N00173Z45000	(b) (4)
L. TOTAL THIS DOCUMENT										(b) (4)
M. CUMULATIVE TOTAL										(b) (4)
13. ORDER SELECTION										
13A. THIS ORDER IS ISSUED AS A <input type="checkbox"/> PROJECT ORDER <input checked="" type="checkbox"/> AN ECONOMY ACT ORDER AND IS TO BE ACCOMPLISHED ON A <input type="checkbox"/> FIXED PRICE <input checked="" type="checkbox"/> COST REIMBURSEMENT BASIS. WHEN THE FIRST BLOCK IS CHECKED, THIS ORDER IS PLACED IN ACCORDANCE WITH THE PROVISIONS OF 41 U.S. CODE 23 AND DOD DIRECTIVE 7220.1. THE FOLLOWING SUPPLEMENTARY ITEMS ON THE REVERSE SIDE ALSO APPLY AND ARE AN INTEGRAL PART OF THIS ORDER: 1, 2, 3, 4, 7, & 8										
13B. <input type="checkbox"/> DIRECT CITATION PROCUREMENT BY CONTRACT OF THE FOLLOWING ITEMS IS REQUESTED: THESE ITEMS <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT INCLUDED IN THE INTERSERVICE SUPPLY SUPPORT PROGRAM AND REQUIRED INTERSERVICE SCREENING <input type="checkbox"/> HAS <input checked="" type="checkbox"/> HAS NOT BEEN ACCOMPLISHED										
13C. USE OF THE REVISED ACCEPTANCE <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT AUTHORIZED										
14. DESCRIPTION OF WORK TO BE PERFORMED AND OTHER INSTRUCTIONS										
A. ACRN	B. ITEM NO.	C. QUANTITY	D. ESTIMATED AMOUNT (Attach separate sheet - if more space is required)							
FY20 IDIQ Bulk Funding for Construction IDIQ.										
PW#: 6492										
FR#: 118184										
PSC: Z2AZ										
The GT&C agreement number is N0017317GTC0009.										
ACRN: AA PR Nbr: 35-P023-20 Job Order: 35-7650 35-6492M CE: 72 Primary Approp: NWCF Ref #: N/A										
15. PROVIDED THRU REIMBURSEMENT			16. PROCURED BY DIRECT CITATION			17. SUMMARY		ESTIMATED AMOUNT		
A. ACRN	B. ITEM NO.	C. ESTIMATED AMOUNT	A. ACRN	B. ITEM NO.	C. ESTIMATED AMOUNT					
AA		(b) (4)	AA		\$0.00	A. TOTAL-BLOCK 14D =		(b) (4)		
AB		\$0.00	AB		(b) (4)	B. TOTAL-BLOCK 15C =		(b) (4)		
						C. TOTAL-BLOCK 16C =		(b) (4)		
						D. BLOCK 15C + 16C =		(b) (4)		
						CUM. TOTAL TO DATE	E. REIMBURSABLE		(b) (4)	
							F. DIRECT CITATION		(b) (4)	
18. I CERTIFY THAT THE FUNDS CITED ARE PROPERLY CHARGEABLE FOR THE WORK OR SERVICES REQUESTED.			(b) (6)				Financial Management Analyst		DATE	
19. THIS REQUEST IS ACCEPTED AND THE ITEMS WILL BE PROVIDED IN ACCORDANCE HEREWITH.			(b) (6)				2019.09.23 14:03:58 -04'00'		DATE	

ACRN: AB PR Nbr: 35-P023-20 Job Order: 35-7590 35-6492M CE: 3S Primary Approp: NWCF Ref #: N/A

CONDITIONS/INSTRUCTIONS GOVERNING USE OF THIS FORM**BLOCK 13 SUPPLEMENTARY ITEMS:**

1. Written acceptance of this order is required and will be accomplished by completing Block 19 on one copy of this order and returning it to the requiring activity cited in Block 8. Acceptance must be on a reimbursable basis and/or direct citation only.
2. Amounts authorized by this document have been reserved and/or committed by the requiring activity. Those amounts identified in Block 15 will be obligated upon receipt of the acceptance copy of this document, and those amounts identified in Block 16 will be obligated upon receipt of contracts or purchase or delivery orders awarded.
3. Amounts authorized in Block 15 are not subject to 31 USC 1517, unless specifically indicated on the face of the document. Additional funds, if required, will be requested from the activity cited in Block 8. Approval of such requests will be accomplished by the requiring activity through the issuance of an amendment to this document, appropriately reflecting the amount of additional funds being provided. The total of Block 17F constitutes a 31 US 1517 limitation when the purchasing office or contracting activity is a separate entity not under the immediate supervision of commanding officer issuing the request.
4. The funds authorized by the document are available for obligation by the performing activity cited in Block 10 through the dates indicated in Blocks 4 or 5, as appropriate. Funds not actually obligated by the performing activity by that date will be returned to the requesting activity via Status of Reimbursable Orders or similar acceptable form.
5. Extension of the work completion date cited in Block 5 of this order, if required, must be requested in writing and is subject to the approval of the requiring activity cited in Block 8. Approval of such requests will be accomplished by the requesting activity through the issuance of an amendment to this document citing the work completion date.
6. Those items identified in Block 15 as a Project Order, as indicated in Block 13A, are placed in accordance with 41 U.S.C. 23 and DOD Financial Management Regulations (FMR) Vol. 11A Chapter 2 (Regulations Governing the Use of Project Orders). Performance of the work and/or services requested must be accomplished in accordance with these same statutes and regulations.
7. Billings will normally be submitted by the performing activity on a monthly basis unless specifically stated in Block 14.
8. Those items identified in Block 15 are placed pursuant to the Economy Act (31 U.S.C. 1535) and will be performed in accordance therewith.

OTHER ACCEPTANCE CONDITIONS:

- Direct citation of this funding on government travel orders is not authorized.
- Reimbursable Acceptance: In accordance with Treasury Financial Manual Volume I, Part 2, Chapter 4700, Appendix 10, and in support of Department of the Navy audit readiness requirements, by accepting this reimbursable funding action, the performing agency agrees to deliver, upon request, detailed documentation supporting amounts billed and actual performance of work.

ACCEPTANCE METHODS:

- Mail: Sign and date 2276A acceptance and return it to the Naval Research Laboratory (NRL) (Block 8)
or
- Fax: Fax Acceptances are allowed. The NRL fax number is (202) 767-1271
or
- Email: Acceptances may be submitted as an attachment via email sent to funding@nrl.navy.mil

ADDITIONAL POINTS OF CONTACT (POCs):

NRL Financial POC: (b) (6) Code: 3502.2 Phone: (b) (6) Email: (b) (6)

Activity Financial POC: (b) (6) Phone: (b) (6) Email: (b) (6)

Activity POC: (b) (6) Phone: (b) (6) Email: (b) (6)

From: (b) (6)
To: (b) (6)
Cc: (b) (6)
Subject: FW: [Non-DoD Source] Re: Unexecuted Task Order: N4008018D2010-N4008020F4354
Date: Thursday, February 27, 2020 12:55:00 PM
Attachments: [scan-17.pdf](#)

Good afternoon (b) (6)

I wanted to give an update on my end in relation to the following project:

NRL-106 INSTALL NEW FEED FROM MAIN GATE HOUSE / TO ADJACENT GATE HOUSE
ACQR: 5769534
N4008018D2010-N4008020F4354

This morning, I received an email from (b) (6)

(b) (6),

I was wondering if I could schedule to visit these 3 projects simultaneously on either March 3rd or 4th?

- RFP NRL 210 HV SWITCH GEAR REPLACEMENT
- CONTRACT NRL 106 INSTALL NEW FEED FROM MAIN GATE HOUSE TO ADJACENT GATE HOUSE
- RFP NRL 259-260 Remove UST and Replace with two ASTs

In attendance will be myself (b) (6), (b) (6) (Bretco), (b) (6) (Summer Consultants), and potentially one or two more.

I greatly appreciate your assistance.

Thank you”

Although he requested another site visit, he sent me the task order for the NRL-106 project.

As of now, I plan to keep the signed copy of the current task order signed.

When I meet with him during the site visit, scheduled for 03/02/2020, I will bring this issue up with him in order to figure out if a new bid will be obtained with the new sub-contractors.

This e-mail will be uploaded in e-Contracts in order to show that the task order was received, but not executed, at the request of the contractor.

Thank you.

(b) (6)

Contract Specialist
NAVFAC Washington PWD
1013 O Street SE
Washington, DC 20374

(b) (6)

"Live Long and Prosper"

From: (b) (6)

Sent: Thursday, February 27, 2020 10:25 AM

To: (b) (6) CIV USN NAVFAC WASHINGTON DC (USA) (b) (6)

Cc: (b) (6) USN (USA) (b) (6); (b) (6)

(b) (6)

Subject: [Non-DoD Source] Re: Unexecuted Task Order: N4008018D2010-N4008020F4354

Thank you (b) (6),

Please see attached. When you have a chance can you return the executed version?

Thank you

(b) (6)

On Wed, Feb 19, 2020 at 12:01 PM (b) (6) CIV USN NAVFAC WASHINGTON
DC (USA) (b) (6) > wrote:

Good Morning

I would like to request your signature for the following task order:

N4008018D2010-N4008020F4354

Please note that this task order is not active.

If you have any questions please feel free to contact me.

Thank you.

(b) (6)

Contract Specialist
NAVFAC Washington PWD
1013 O Street SE
Washington, DC 20374

(b) (6)

"Live Long and Prosper"

--

(b) (6)



Government Estimate

ESTIMATED BY:

(b) (6) [REDACTED], ENGINEERING TECHNICIAN.

REVIEWED BY:

(b) (6)

[illegible]

[illegible]

ORDER FOR WORK AND SERVICE/DIRECT CITATION

Page 1 of 3 Pages

1. THIS ORDER MUST BE ACCEPTED ON A REIMBURSABLE BASIS AND/OR, DIRECT CITATION AND IS SUBJECT TO THE CONDITIONS LISTED ON THE REVERSE SIDE.						2. DOCUMENT NUMBER N0017320WX00010						
3. REFERENCE NUMBER See below		4. FUNDS EXPIRE ON 30-SEP-20		5. WORK COMPLETION DATE 30-SEP-20		6. DATE PREPARED 23-SEP-19		7. AMENDMENT NO. BASIC				
8. FROM Naval Research Laboratory Attn: Budget, Code 3310 4555 Overlook Ave., SW Washington, DC 20375-5320				9. FOR DETAILS CONTACT: (b) (6) Code: 3530 Phone: (b) (6) Email: (b) (6)								
10. TO UIC NAVAL FACILITIES ENGINEERING COMMAND WASHINGTON 1314 HARWOOD STREET SE B 212 WASHINGTON NAVY YARD WASHINGTON, DC 20374-5018						11. MAIL BILLINGS TO: DFAS Cleveland Center Rec Br. 1240 East Ninth Street Cleveland, OH 44199-2055 ALC: 00008522						
12. ACCOUNTING DATA TO BE CITED ON RESULTING BILLINGS												
A. ACRN	B. APPROPRIATION	C. SUB-HEAD	D. OBJ. CLASS	E. BU CONTROL	F. SA	G. AAA	H. TT	I. PAA	J. COST CODE	K. AMOUNT		
AA	97X4930	NH4A	253	77777	0	000173	2F	0X0010	N00173Z45000	(b) (4)		
AB	97X4930	NH4A	254	77777	0	000173	2F	0X0010	N00173Z45000			
L. TOTAL THIS DOCUMENT												
M. CUMULATIVE TOTAL												
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13A. THIS ORDER IS ISSUED AS A <input type="checkbox"/> PROJECT ORDER <input checked="" type="checkbox"/> AN ECONOMY ACT ORDER AND IS TO BE ACCOMPLISHED ON A <input type="checkbox"/> FIXED PRICE <input checked="" type="checkbox"/> COST REIMBURSEMENT BASIS. WHEN THE FIRST BLOCK IS CHECKED, THIS ORDER IS PLACED IN ACCORDANCE WITH THE PROVISIONS OF 41 U.S. CODE 23 AND DOD DIRECTIVE 7220.1. THE FOLLOWING SUPPLEMENTARY ITEMS ON THE REVERSE SIDE ALSO APPLY AND ARE AN INTEGRAL PART OF THIS ORDER: 1, 2, 3, 4, 7, & 8												
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14. DESCRIPTION OF WORK TO BE PERFORMED AND OTHER INSTRUCTIONS												
A. ACRN	B. ITEM NO.	C. QUANTITY	(Attach separate sheet - if more space is required)							D. ESTIMATED AMOUNT		
FY20 IDIQ Bulk Funding for Construction IDIQ. PW#: 6492 FR#: 118184 PSC: Z2AZ The GT&C agreement number is N0017317GTC0009. ACRN: AA PR Nbr: 35-P023-20 Job Order: 35-7650 35-6492M CE: 72 Primary Approp: NWCF Ref #: N/A												
15. PROVIDED THRU REIMBURSEMENT				16. PROCURED BY DIRECT CITATION				17. SUMMARY		ESTIMATED AMOUNT		
A. ACRN	B. ITEM NO.	C. ESTIMATED AMOUNT		A. ACRN	B. ITEM NO.	C. ESTIMATED AMOUNT		A. TOTAL-BLOCK 14D =		(b) (4)		
AA		\$18,400.00		AA		\$0.00		B. TOTAL-BLOCK 15C =				
AB		\$0.00		AB		(b) (4)		C. TOTAL-BLOCK 16C =				
								D. BLOCK 15C + 16C =				
								CUM. TOTAL TO DATE	E. REIMBURSABLE			
									F. DIRECT CITATION			
18. I CERTIFY THAT THE FUNDS CITED ARE PROPERLY CHARGEABLE FOR THE WORK OR SERVICES REQUESTED.				(b) (6)				Financial Management Analyst		DATE		
19. THIS REQUEST IS ACCEPTED AND THE ITEMS WILL BE PROVIDED IN ACCORDANCE HERewith.				(b) (6)				Signed by		DATE		
								9.12.27 13:32:42 -05'00'				
NAVCOMPT FORM 2276A (REV, 10-90) S/N												

ACRN: AB PR Nbr: 35-P023-20 Job Order: 35-7590 35-6492M CE: 3S Primary Approp: NWCF Ref #: N/A

CONDITIONS/INSTRUCTIONS GOVERNING USE OF THIS FORM**BLOCK 13 SUPPLEMENTARY ITEMS:**

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3. Amounts authorized in Block 15 are not subject to 31 USC 1517, unless specifically indicated on the face of the document. Additional funds, if required, will be requested from the activity cited in Block 8. Approval of such requests will be accomplished by the requiring activity through the issuance of an amendment to this document, appropriately reflecting the amount of additional funds being provided. The total of Block 17F constitutes a 31 US 1517 limitation when the purchasing office or contracting activity is a separate entity not under the immediate supervision of commanding officer issuing the request.
4. The funds authorized by the document are available for obligation by the performing activity cited in Block 10 through the dates indicated in Blocks 4 or 5, as appropriate. Funds not actually obligated by the performing activity by that date will be returned to the requesting activity via Status of Reimbursable Orders or similar acceptable form.
5. Extension of the work completion date cited in Block 5 of this order, if required, must be requested in writing and is subject to the approval of the requiring activity cited in Block 8. Approval of such requests will be accomplished by the requesting activity through the issuance of an amendment to this document citing the work completion date.
6. Those items identified in Block 15 as a Project Order, as indicated in Block 13A, are placed in accordance with 41 U.S.C. 23 and DOD Financial Management Regulations (FMR) Vol. 11A Chapter 2 (Regulations Governing the Use of Project Orders). Performance of the work and/or services requested must be accomplished in accordance with these same statutes and regulations.
7. Billings will normally be submitted by the performing activity on a monthly basis unless specifically stated in Block 14.
8. Those items identified in Block 15 are placed pursuant to the Economy Act (31 U.S.C. 1535) and will be performed in accordance therewith.

OTHER ACCEPTANCE CONDITIONS:

- Direct citation of this funding on government travel orders is not authorized.
- Reimbursable Acceptance: In accordance with Treasury Financial Manual Volume I, Part 2, Chapter 4700, Appendix 10, and in support of Department of the Navy audit readiness requirements, by accepting this reimbursable funding action, the performing agency agrees to deliver, upon request, detailed documentation supporting amounts billed and actual performance of work.

ACCEPTANCE METHODS:

- Mail: Sign and date 2276A acceptance and return it to the Naval Research Laboratory (NRL) (Block 8)
or
- Fax: Fax Acceptances are allowed. The NRL fax number is (202) 767-1271
or
- Email: Acceptances may be submitted as an attachment via email sent to funding@nrl.navy.mil

ADDITIONAL POINTS OF CONTACT (POCs):

NRL Financial POC: (b) (6) Code: 3502.2 Phone: (b) (6) Email: (b) (6)

Activity Financial POC: (b) (6) Phone: (b) (6) Email: (b) (6)

Activity POC: (b) (6) Phone: (b) (6) Email: (b) (6)

ORDER FOR WORK AND SERVICE/DIRECT CITATION

Page 1 of 3 Pages

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AA	97X4930	NH4A	253	77777	0	000173	2F	0X0010	N00173Z45000	(b) (4)
AB	97X4930	NH4A	254	77777	0	000173	2F	0X0010	N00173Z45000	(b) (4)
L. TOTAL THIS DOCUMENT									(b) (4)	
M. CUMULATIVE TOTAL									(b) (4)	
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15. PROVIDED THRU REIMBURSEMENT			16. PROCURED BY DIRECT CITATION			17. SUMMARY		ESTIMATED AMOUNT		
A. ACRN	B. ITEM NO.	C. ESTIMATED AMOUNT	A. ACRN	B. ITEM NO.	C. ESTIMATED AMOUNT	A. TOTAL-BLOCK 14D =		(b) (4)		
AA		(b) (4)	AA		\$0.00	B. TOTAL-BLOCK 15C =		(b) (4)		
AB		\$0.00	AB		(b) (4)	C. TOTAL-BLOCK 16C =		(b) (4)		
						D. BLOCK 15C + 16C =		(b) (4)		
						CUM. TOTAL TO DATE	E. REIMBURSABLE		(b) (4)	
							F. DIRECT CITATION		(b) (4)	
18. I CERTIFY THAT THE FUNDS CITED ARE PROPERLY CHARGEABLE FOR THE WORK OR SERVICES REQUESTED.			AUTHORIZING OFFICIAL (NAME, TITLE AND SIGNATURE) (b) (6) Financial Management Analyst						DATE 2019.09.23 14:03:58 -04'00'	
19. THIS REQUEST IS ACCEPTED AND THE ITEMS WILL BE PROVIDED IN ACCORDANCE HEREWITH.			ACCEPTING OFFICIAL (NAME, TITLE AND SIGNATURE)						DATE	

ACRN: AB PR Nbr: 35-P023-20 Job Order: 35-7590 35-6492M CE: 3S Primary Approp: NWCF Ref #: N/A

CONDITIONS/INSTRUCTIONS GOVERNING USE OF THIS FORM**BLOCK 13 SUPPLEMENTARY ITEMS:**

1. Written acceptance of this order is required and will be accomplished by completing Block 19 on one copy of this order and returning it to the requiring activity cited in Block 8. Acceptance must be on a reimbursable basis and/or direct citation only.
2. Amounts authorized by this document have been reserved and/or committed by the requiring activity. Those amounts identified in Block 15 will be obligated upon receipt of the acceptance copy of this document, and those amounts identified in Block 16 will be obligated upon receipt of contracts or purchase or delivery orders awarded.
3. Amounts authorized in Block 15 are not subject to 31 USC 1517, unless specifically indicated on the face of the document. Additional funds, if required, will be requested from the activity cited in Block 8. Approval of such requests will be accomplished by the requiring activity through the issuance of an amendment to this document, appropriately reflecting the amount of additional funds being provided. The total of Block 17F constitutes a 31 US 1517 limitation when the purchasing office or contracting activity is a separate entity not under the immediate supervision of commanding officer issuing the request.
4. The funds authorized by the document are available for obligation by the performing activity cited in Block 10 through the dates indicated in Blocks 4 or 5, as appropriate. Funds not actually obligated by the performing activity by that date will be returned to the requesting activity via Status of Reimbursable Orders or similar acceptable form.
5. Extension of the work completion date cited in Block 5 of this order, if required, must be requested in writing and is subject to the approval of the requiring activity cited in Block 8. Approval of such requests will be accomplished by the requesting activity through the issuance of an amendment to this document citing the work completion date.
6. Those items identified in Block 15 as a Project Order, as indicated in Block 13A, are placed in accordance with 41 U.S.C. 23 and DOD Financial Management Regulations (FMR) Vol. 11A Chapter 2 (Regulations Governing the Use of Project Orders). Performance of the work and/or services requested must be accomplished in accordance with these same statutes and regulations.
7. Billings will normally be submitted by the performing activity on a monthly basis unless specifically stated in Block 14.
8. Those items identified in Block 15 are placed pursuant to the Economy Act (31 U.S.C. 1535) and will be performed in accordance therewith.

OTHER ACCEPTANCE CONDITIONS:

- Direct citation of this funding on government travel orders is not authorized.
- Reimbursable Acceptance: In accordance with Treasury Financial Manual Volume I, Part 2, Chapter 4700, Appendix 10, and in support of Department of the Navy audit readiness requirements, by accepting this reimbursable funding action, the performing agency agrees to deliver, upon request, detailed documentation supporting amounts billed and actual performance of work.

ACCEPTANCE METHODS:

- Mail: Sign and date 2276A acceptance and return it to the Naval Research Laboratory (NRL) (Block 8)
or
- Fax: Fax Acceptances are allowed. The NRL fax number is (202) 767-1271
or
- Email: Acceptances may be submitted as an attachment via email sent to funding@nrl.navy.mil

ADDITIONAL POINTS OF CONTACT (POCs):

NRL Financial POC: (b) (6) Code: 3502.2 Phone (b) (6) Email: (b) (6)

Activity Financial POC: (b) (6) Phone (b) (6) Email: (b) (6)

Activity POC: (b) (6) Phone: (b) (6) Email: (b) (6)

PRIME CONTRACTOR

CONTRACT NUMBER 4380 Code PRW22							0.00	Date 03-Jan-20			
Contract Title NRL-106 Install New Feed from Guard Shack 106 to Guard Shack 151 (Electrical Discipline)											
QTY	UNIT	MATERIAL		LABOR		R O	EQUIPMENT				
		Unit Cost	Total Cost	Unit Cost	Total Cost		Days or QTY	Rate	Total		
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24	Hr.			(b) (4)							
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DIV 28	Electronic Safety and Security				-		-			-
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DIV 31	Earthwork				-		-			-
	Core Drilling	60	LF	(b) (4)						-
	Backfill existing hole	400	CF							-
	Asphalt (Pour/Paving)	100	CF							-
										-
DIV 32	Exterior Improvements						-			-
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DIV 33	Utilities				-		-			-
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DIV 34	Transportation				-		-			-
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DIV 35	Waterway & Marine				-		-			-
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DIRECT Prime Contractor's TOTALS					(b) (4)		(b)	R	Total (Rental)	(b)
								O	Total(Owned)	0.00



Sayers Construction, LLC
1832 E. Joppa Road, Second Floor
Baltimore, MD. 21234

Phone: 410.200.9001 Mob. 443.322.6953 Fax: 410.200.9001



Proposal Submitted To: Public Works Department NAVFAC	Phone (202) 685-0300	Date: January 03, 2020
Address: 1013 O Street, SE BLDG. 166 1st Floor	Job Name : NRL 106 Install New Feed	Description: New Feed in Guard Shacks
City: Washington D.C. 20374 – 5018	Job Location: NRL	WON: 4380 Code PRW22
Contact Name (b) (6)	RFP:	Contract Duration: 200 Days

We Propose hereby to furnish labor and materials – complete in accordance with specifications below, for the sum of: **(b) (4)**

• **(b) (4)**

Payment to be made as follows: **Progress Payment**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the scope of work involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry, fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
Signature _____

(b) (6)

NOTE: This proposal may be withdrawn by us if not accepted within
5 days.

Sayers Construction, LLC
1832 E. Joppa Road, Second Floor
Baltimore, MD. 21234

Phone: 410.200.9001 Mob. 443.322.6953 Fax: 410.200.9001



Terms and Conditions:

We hereby submit specifications and estimates for the following:

See attach Proposal for cost breakdown.

Scope of Work:

01 1 00 Summary of Work

1. General Project Information

Remove Existing Panels in both the Guard Shacks.

Install New Feed from Guard Shack 106 to Guard Shack 151s.

Install New panel in both Guard Shacks.

Backfill existing excavated area between the guard shacks.

Exclusions:

- * Anything not specified in scope of work and Proposal Breakdown.
- * Engineering Design

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Name & Title : _____

Date of Acceptance: _____

PROPOSAL/ESTIMATE FOR CONTRACT ACTION

CONTRACT TITLE:

**Contract Title: NRL-106 Install New Feed from Guard Shack 106 to Guard Shack 151
(Electrical Discipline)**

DATE:

January 3, 2020

FEAD OFFICE:

CONTRACT NO:

(b) (6) Contract Specialist, PWD Washington**4380 Code PRW22**

DESCRIPTION:

Install new Feed in NRL Guard shacks 106 & 151

PRIME CONTRACTOR'S WORK		REVISIONS/COMMENTS
1. Direct Materials	(b) (4)	
2. Sales Tax on Materials 6.00% of line 1		
3. Direct Labor		
4. Insurance, Taxes, and Fringe Bt 29.00% of line 3		
5. Rental Equipment		
6. Sales Tax on Rental Equipment 6.00% of line 5		
7. Equipment Ownership and Operating Expenses		
8. Subtotal		
9. Prime's Field Office Overhead 10.00% of line 8		
10. SUBTOTAL (add lines 8 and 9)		

SUBCONTRACTOR'S WORK		CONTRACTOR'S PROPOSAL	
11. Direct Materials		0	
12. Sales Tax on Materials 0.00% of line 11	0.00%	0	
13. Direct Labor		0	
14. Insurance, Taxes, and Fringe Bt 0.00% of line 13	0.00%	0	
15. Rental Equipment		0	
16. Sales Tax on Rental Equipment 0.00% of line 15	0.00%	0	
17. Equip. Ownership and Operating Expns		0	
18. SUBTOTAL (add lines 11-17)		0	
19. Field Overhead 0.00% of line 18	0.00%	0	
20. SUBTOTAL (add lines 18&19)		0	
21. Home Office Overhead 0.00% of line 18	0.00%	0	
22. Profit 0.00% of line 20	0.00%	0	
23. SUBTOTAL (Add Lines 20-22)		0	

SUMMARY		CONTRACTOR'S PROPOSAL
24. Prime Contractor's Work (from line 10)	(b) (4)	
25. Sub-contractor's Work (from line 23)		
26. SUBTOTAL (add lines 24 and 25)		
27. Prime's Field Office Overhead o 3.00% of line 25		
28. Prime's Home Office Overhead 5.00% of line 26		
29. SUBTOTAL (add lines 26 - 28)		
30. Prime's Profit 8.00% of line 29		
32. SUBTOTAL (add lines 29 - 30)		
33. Prime Contractor's Bond Premiu 3.00% of line 30		
34. TOTAL COST (Add Lines 30 and 31)		

Estimate time extension and justification:

Prime Contractor Name:

Sayers Construction Ilc.

Sub-contractor Name:

Management and Construction Services

Signature of Preparer:

(b) (6)

Title of Preparer:

(b) (6)**(b) (6)**

Signature

PRIME CONTRACTOR

CONTRACT NUMBER 4380 Code PRW22							0.00	Date 03-Jan-20			
Contract Title NRL-106 Install New Feed from Guard Shack 106 to Guard Shack 151 (Electrical Discipline)											
QTY	UNIT	MATERIAL		LABOR		R O	EQUIPMENT				
		Unit Cost	Total Cost	Unit Cost	Total Cost		Days or QTY	Rate	Total		
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DIV 28	Electronic Safety and Security				-		-			-
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DIV 31	Earthwork				-		-			-
	Core Drilling	60	LF	(b) (4)						
	Backfill existing hole	400	CF							
	Asphalt (Pour/Paving)	100	CF							
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DIV 32	Exterior Improvements						-			-
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DIV 33	Utilities				-		-			-
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DIV 34	Transportation				-		-			-
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DIV 35	Waterway & Marine				-		-			-
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DIRECT Prime Contractor's TOTALS					(b) (4)		(b)	R	Total (Rental)	(b)
								O	Total(Owned)	0.00



DEPARTMENT OF THE NAVY
NAVAL FACILITIES ENGINEERING COMMAND WASHINGTON
1314 HARWOOD STREET SE
WASHINGTON NAVY YARD DC 20374-5018

IN REPLY REFER TO
4380
Code PRW22
November 27, 2019

RFP

SENT VIA ELECTRONIC MAIL :

Sayers Construction, LLC
104 E Martin Luther King Dr
San Marcos, TX, 78666-5542

Attention: (b) (6)

Subj: Request for Proposal for NRL-106 INSTALL NEW FEED FROM MAIN GATE HOUSE / TO ADJACENT GATE HOUSE

The Government intends to issue a contract for all labor, material, equipment and supervision to NRL-106 INSTALL NEW FEED FROM MAIN GATE HOUSE / TO ADJACENT GATE HOUSE, Washington DC. We are issuing you a Request for Proposal via letter with the attached Scope of Work (Enclosure 1). The Government is seeking a cost proposal for the base bid recommendation in the attached Scope of Work.

Your proposal shall include a cost breakdown showing all materials, labor and equipment. Please be sure to provide detailed breakouts for your prime and subcontractor's cost. Please identify the labor categories, hours, and rates, in addition to identifying the types of material and equipment that will be used. Your proposal will not be accepted as lump sums. Your rough order of magnitude would be between \$10,000 and \$100,000.

This request for proposal does not constitute a notice to proceed, nor shall it be considered as a commitment on the part of the Government. Any costs incurred prior to award will not be reimbursed.

At the discretion of the Ordering/Contracting Officer, you may be directed to the project manager (PM), (b) (6) at the Washington Navy Yard, Washington, DC for issues of technical nature. Please provide your proposal via email to Contract Specialist (b) (6) by **2:00PM 17 December 2019**. **A site visit has been scheduled for 05 December 2019 at 1:00PM.** Your RFI is due on or before 09 December 2019.

If you have any questions or comments pertaining to this matter, please contact the Contract Specialist at (b) (6).

Sincerely,

(b) (6)
Contract Specialist

NAVFAC WASHINGTON PWD
PERFORMANCE WORK STATEMENT (PWS)
Project Title: NRL 106. INSTALL NEW FEED FROM GUARD SHACK 106 TO GUARD SHACK 151
AT NRL ENTRANCE GATE.
Date: 24 OCTOBER 19.

SCOPE

1. GENERAL PROJECT INFORMATION

- 1.1. The Contractor shall provide all approved materials, labor, equipment, tools, mobilization, transportation, supervision, and any other incidental work and accessories to accomplish work as described herein. This PWS is not all encompassing toward providing a complete and usable project. The Contractor is required to inspect, clean, repair and test as needed any work for full operation to the requirements and specifications as detailed in this scope of work.
- 1.2. All work regarding the preparation of any project shall be coordinated with the Contracting Officer Representative (COR) and Project Manager prior to the execution of work. The Contractor is responsible for obtaining all necessary base clearance, permits, and associated requirements prior to the start of work.
- 1.3. FACILITY SUPPORT SERVICES
 - 1.3.1. The purpose of this project is to provide Facility Support Services for multiple items throughout the specified area of responsibility (AOR), as described in this PWS.
 - 1.3.2. The Contractor shall provide and secure labor, approved materials; tools, mobilization, transportation, supervision and equipment to accomplish all work as described herein.
 - 1.3.3. The Contractor shall field verify all locations dimensions and condition before ordering any material or starting any work.
 - 1.3.4. The Contractor must notify the COR of any conditions that differ from that indicated on these documents.
 - 1.3.5. All work shall comply with base building standards, NEC, NFPA, EM 385-1 and OSHA regulations. The contractor shall keep the work areas safe neat and orderly at all times. The work site is an occupied office building. Subsequently, certain precautions must be maintained to insure a safe environment for our tenants. The contractor is expected to place safety signs, cones or caution tape to close off an area anytime the tenants may in a hazardous area. All applicable OSHA codes shall be followed.
 - 1.3.6. The NAVFAC WASHINGTON PWD project managers reserve the right to shut down a job if an unsafe condition exists. The contractor safety manager or designated assistant shall inspect all jobs and implement safety procedures to insure tenant and worker safety. All trash and debris associated with this project shall be removed daily and disposed of offsite.

2. PERFORMANCE WORK STATEMENT

2.1. Project – NRL 106. INSTALL NEW FEED FROM GUARD SHACK 106 TO GUARD SHACK 105 AT NRL ENTRANCE GATE.

- 2.1.1. Ensure to co-ordinate with Customer/ NRL Security and NAVFAC personnel / ET responsible for the project before work commences.
- 2.1.2. Secure work area.
- 2.1.3. Ensure to have Safety / Construction cones around work area.
- 2.1.4. Ensure ALL personnel working on site adhere and obey OSHA safety rules and regulations when on site.
- 2.1.5. Lock out / tag out.
- 2.1.6. Ensure to disconnect all electrical wiring associated with the electrical panels on guard shack 151 and 106.
- 2.1.7. Ensure to demo and remove both old existing electrical panels in both Guard shack 151 and 106.
- 2.1.8. Ensure to extend / excavate the already existing 23' long x 5' wide x 4' deep hole, if needed to run electrical conduits and wiring underground between both guard shacks.

NAVFAC WASHINGTON PWD
PERFORMANCE WORK STATEMENT (PWS)
Project Title: NRL 106. INSTALL NEW FEED FROM GUARD SHACK 106 TO GUARD SHACK 151
AT NRL ENTRANCE GATE.
Date: 24 OCTOBER 19.

- 2.1.9. Ensure to install (1) new electrical panel each on guard shack 151 and 106 to match existing.
- 2.1.10. Ensure newly installed electrical panels, wires and conduits conforms to the Manufacturers design and specifications.
- 2.1.11. Ensure all branch circuits from each panel are installed correctly to the original state.
- 2.1.12. Ensure newly installed electrical panels, wires and conduits are installed correctly.
- 2.1.13. Remove lock out/ tag out
- 2.1.14. Test runs newly installed systems for proper functionality.
- 2.1.15. Backfill, compact and pave existing 23'long x 5' wide x 4' deep hole once repairs have been complete
- 2.1.16. Ensure to remove all debris from work area.
- 2.1.17. Remove all Safety / Construction cones from work area when the project is certified as completed by a NAVFAC personnel / ET responsible for the project.
- 2.1.18. **NOTE:** This task will be performed **ONLY** on a weekend. Therefore, it does not affect the weekly daily activities of motorists and pedestrians trying to access the base.
- 2.2. The contractor shall select one of the following ELIN items that will be included in the proposal: A00E, A00F, A00G, and A00H. Use the ELIN Cheat sheet to verify
 - 2.2.1. If a sub-contractor will be used, ELIN Item A00H, then the proposal shall include sub-contractor proposals.
- 2.3. The quality type of materials shall be commensurate or better to the quality of material used in the original installation.
- 2.4. The contractor should repair with 100% no deficiencies or concerns resulting from the repair in accordance with government accepted technical methods.
- 2.5. A preliminary inspection has been conducted by the prime contractor, with government validation, subsequently; no site is required unless otherwise requested by the prime contractor.
- 3. WORKLOCATION**
 - 3.1. All work under this TO will take place at the Naval Research Lab, located in Washington DC in building 106 and 151, Guard Shack, NRL Entrance Gate.
- 4. EXAMINATION OF PREMISES**
 - 4.1. The contractor is expected to accomplish due diligence as to the general and local conditions that may affect the performance of work to the extent that such information is reasonably obtainable. Arrangement to visit the work site can be made by calling the COR or Project Manager.
- 5. PERIOD OF PERFORMANCE**
 - 5.1. The Period of Performance shall be from award up to 90 days. The Contractor will be required to commence and start planning upon award on the task order work under this contract immediately upon award, to prosecute the work diligently and to complete entire work ready for use by the end of the performance period. The time stated for completion shall include a final clean-up of the premises.
- 6. MATERIALS TO BE REUSED/SALVAGED/DISPOSED**
 - 6.1. The contractor shall correctly dispose of all demolished materials and equipment.
- 7. EXISTING CONDITIONS AND EXTRA OBLIGATIONS OF THE CONTRACTOR**
 - 7.1. The Contractor, subcontractor and their employees are required to present proper identification to gain access onto the facility in accordance with the current regulations. Care shall be taken to prevent damage to the facility and to protect those features not involved in this contract. The

NAVFAC WASHINGTON PWD
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Contractor is responsible for securing all equipment left on site; the Government does not provide security for the Contractor's property. Damage to the facility as a result of the execution of this contract shall be rectified by the Contractor to the satisfaction of the Contracting Officer and COR and at no additional cost to the Government.

8. SAFETY AND ENVIRONMENTAL REQUIREMENTS

- 8.1. The Contractor shall comply with all Federal, State and Local fire, safety and environmental regulations which include but is not limited, Occupational Safety and Health Administration standards, and Environmental Protection Agency regulations.
- 8.2. The Contractor is expected to be aware of safety issues and plan accordingly. The Contractor is also expected to make recommendations for safety and safety surveillance activities, including any not mentioned in this section. SAFETY is the FIRST priority of the work planned and executed by the Contractor.
- 8.3. If any hazards are encountered, the Contractor shall stop work immediately and notify the COR.
- 8.4. Contractor will provide all signage, caution tapes, etc. required for proper control in and around the Project site.
- 8.5. Access points to the facility are available with the stipulation that the areas will also be in use by the users. The access areas will be kept safe, clean and free from Project materials and debris.

9. IDENTIFICATION

- 9.1. All Contractor and Subcontractor personnel shall be required to possess and wear Security Identification badges at all times when on the installations premises. In addition, Contractor and subcontractor personnel shall display valid picture identification, such as current state driver's license in order to gain entry onto the Installation.

10. WORKING HOURS

- 10.1. The work shall be executed during normal working hours as defined as M-F 0730 to 1630 unless otherwise stated herein. Any out of normal working hours will be accomplished in a manner and at such times that will cause the least practicable disturbance to the installation and the normal activities of the installation, facility and work area. All out of normal working hours work will require an escort. All work shall be completed including final clean-up no later than date approved by the COR.

11. ACCESS TO WORK SITE AFTER NORMAL WORK HOURS

- 11.1. The Contractor shall not enter the work area after normal scheduled work hours. In the event of unusual circumstances that may require access to the work site after normal hours, the Contractor shall notify the COR, who must make appropriate arrangements for access. The contractor is required to submit an escort request no later than two weeks prior to the planned out of hours work.

12. DISPOSAL OF RUBBISH, PROJECT DEBRIS AND GARBAGE

- 12.1. All demolished materials and debris shall be removed from the Government property and disposed to an approved landfill.

13. GOVERNMENT REPRESENTATIVES

- 13.1. The work will be under the general direction of a United States Navy representative, or another representative of the Government, designated, as appropriate. The provisions of this paragraph or provisions elsewhere in this contract regarding supervision, approval, or direction by the Contracting Officer or the designated person shall not relieve the Contractor of responsibility for accomplishing the work, with regard to sufficiency or time of performance, except as otherwise provided.

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14. SUBMITTALS

- 14.1. The Contractor shall submit information including materials, equipment, etc. on the following to the COR for approval and for the project file:
- 14.1.1. Work schedule
 - 14.1.2. Warranty
 - 14.1.3. Materials and Equipment

15. ATTACHMENTS

- 15.1. NAVFAC 7300 Form

16. WORKING ON GOVERNMENT INSTALLATIONS

- 16.1. The Contractor shall provide each employee with an identification badge, which identifies by photograph the individual as an employee of the Contractor. These badges shall be worn at all times and presented for examination upon the request from the KO, COR, QA Personnel, Military Police or any other Government official with a need to see the badge.
- 16.2. The Contractor and his employees shall be subject to all base traffic, security and registration regulations for personnel and vehicles.
- 16.3. All contractor personnel attending meetings, answering Government telephones, working on site, where their contractor status is not known to third parties, must identify themselves as contractors, to include wearing ID badges, which identify them as contractor personnel. Unless otherwise directed by the COR, all documents produced or revised by contractors or developed through contractor participation must be marked as "contractor generated documents" or otherwise identified in a manner that discloses the contractor's participation. In addition, all contractor personnel shall identify themselves as a Contractor (CTR), on their email and email status.
- 16.4. Only the KO has the authority to authorize deviations from the terms and conditions of this contract, including deviations from specifications and requirements. In the event the Contractor does deviate, without written approval of the KO, such deviations shall be at the risk of, and any cost related thereto shall be borne by the contractor. Any matter concerning a change to the scope, prices, terms, or conditions of this contract shall be referred to the KO.
- 16.5. The COR will be confirmed at award.

17. SECURING GOVERNMENT PROPERTY

- 17.1. The Contractor is responsible for safeguarding all Government property and information provided in performance of this task order. At the close of each work period, the Contractor is responsible for ensuring Government facilities, equipment, and materials are secured. The Contractor shall develop and maintain a Government Furnished Equipment (GFE) Report (if applicable). This report shall be made available at any time upon request by the COR or KO. Contractor employees will be subject to all security procedures and any other applicable installation access and security regulations.

18. CONTRACTING OFFICER'S REPRESENTATIVE (COR)

- 18.1. The COR is designated by the Contracting Officer to perform the technical liaison between the contractor's management and the Contracting Officer in routine technical matters constituting general program direction within the scope of the contract/task order. Under NO circumstances is the COR authorized to effect any changes in the work required under this contract/task order whatsoever, or enter into any agreement that has the effect of changing the terms and conditions of this Task Order, or that causes the Contractor to incur any costs. In addition, the COR will NOT supervise, direct, or control contractor employees. Notwithstanding this provision, to the extent that contractor accepts any direction that constitutes a change to his contract/task order without prior written authorization of the Contracting Officer, costs incurred in connection therewith are incurred at the sole risk of the

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contract, and if involved under this Task Order will be disallowed. Proceeding with work without proper contractual coverage may result in nonpayment or necessitate submittal of a contract claim. The prime contractor's management should clearly communicate this position to its employees working on this contract and to any subcontractors also providing support.

19. INVOICING

- 19.1. There will be no partial invoicing on this project. The invoice shall be submitted once each project has been completed and accepted by the government. The invoice shall be submitted in accordance with the standard procedures of the Wide Area Workflow Process.
- 19.2. Each invoice shall include all required documents per NAVFAC standard operating procedures and the following:
- QC/QA Acceptance Form – To be completed for each project.

20. CONTRACTOR LABOR HOUR REPORTING

- 20.1. The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for NAVFAC Washington, PWD Washington via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year.
- 20.2. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

21. WARRANTY

- 21.1. The Contractor shall guarantee all of the work that is performed under this contract, including all materials and workmanship, for a minimum period of one (1) year from the date of full acceptance of the work. Should any material be found defective, not meeting specifications, or that which has not been approved in writing by the owner shall, upon discovery (including any time within the period of the guarantee), be replaced with the specified equipment or material at no additional cost to the Government. All work shall be performed and completed in a thorough, workmanlike manner and in accordance with the latest proven practices of the trade by thoroughly skilled and experienced workmen.

22. NMCARS 237.102

- 22.1. Per NMCARS 237.102(a)(1)(90), the contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

End PWS

(b) (6) ENGINEERING TECHNICIAN.

24 OCTOBER 19.

Prepared by:

Date.

Pre/Post-Negotiation Memorandum

PART A & B

Contract Number: N4008018D2010

Task/Delivery: N4008018D2010

Contract Title: NRL-106 INSTALL NEW FEED FROM MAIN GATE HOUSE / TO ADJACENT GATE HOUSE

Type of Contract: Firm-Fixed Price

Contractor: SAYERS CONSTRUCTION, LLC

Pre Negotiation Amount: (b) (4)

Enclosures:

- (01) Statement of Work dated 10/24/2019
- (02) Govt. Estimate 10/25/19
- (04) Acquisition Plan Document
- (07) Funding 09/23/19
- (09) Wage Determination 09/13/2019
- (12) Site Visit 12/5/2019
- (13) Contractor's Proposal 01/03/2020
- (15) Technical Review email dated 01/13/2020

*All documents are enclosed within the contract file under the respective tab.

1. Introduction

This award is being issued to SAYERS CONSTRUCTION, LLC. as a firm fixed price Engineering Services. The work description includes that the contractor shall provide and secure all labor, approved materials, tools, mobilization, transportation, supervision, equipment and any other incidental work and accessories to accomplished the work as described in order to remodel the corridor areas of Building 106 at the Naval Research laboratory in Washington, D.C.

2. Background

Contract No. N40080-18-D-2010 is a Firm-Fixed Price, Task Order to SAYERS CONSTRUCTION, LLC For, NRL-106 INSTALL NEW FEED FROM MAIN GATE HOUSE / TO ADJACENT GATE HOUSE. On 21 November 2019, Acquisitions received an acquisition package to include the SOW, IGE, and unaccepted funding document utilized as a PTP (Encl. 1 and 2). This request was accepted as a task order by (b) (6), Construction Team Lead, on 11/20/2019. Project was assigned to myself, (b) (6). The first site visit occurred December 5th 2019. A second site visit occurred on December 19th 2019. RFI was originally due December 17th 2019. Deadline was extended to January 3rd 2020, due to the secondary site visit. During this time, contractor submitted request for information in order to submit proposal. Proposal was received January 3rd 2020. TA was received on January 13th 2020.

Pre/Post-Negotiation Memorandum

3. Comparison of Pricing/Costs

NRL-106 INSTALL NEW FEED FROM MAIN GATE HOUSE / TO ADJACENT GATE HOUSE

ITEMS.	KTR'S PROPOSAL.	DIFFERENCE.	GOVT IGE.	PNP.
Direct Materials.	(b) (4)		\$25,499.00	(b) (4)
Direct Labor.			\$14,761.20	
The			\$0.00	
Project Management.			\$0.00	
Prime Home Office Overhead (5%).			\$0.00	
KTR's Prime Bond Permit (3%).			\$0.00	
KTR's (8%) Mark up			\$0.00	
Total:			\$40,260.20	

Direct Materials:

Item	KTR	Difference	GE	PNP
Direct Materials.	(b) (4)		\$25,499.00	(b) (4)

The KTR proposed for Direct Materials (b) (4). Our GE is \$25,499.00. Our PNP is (b) (4). The KTR's provided a price that has a (b) (4) difference from the GE. Direct materials composed of Direct Materials (b) (4), as well as rental equipment (b) (4). This proposal has been supported by the TA. The government believes the price of (b) (4) is fair and reasonable.

Direct Labor:

Item	KTR	Difference	GE	PNP
Direct Labor.	(b) (4)		\$14,761.20	(b) (4)

The contractor's estimate for Direct Labor was for (b) (4). The government proposed \$14,761.20. The government's PNP is (b) (4). TA supports the cost of (b) (4). The KTR's price is lesser than the RS Means labor price, which is what the Govt use as a means of price / material verification / justification. The government finds this cost is fair and reasonable. This will not be discussed at negotiation.

Prime Field Office Overhead (10%).

Item	KTR	Difference	GE	PNP
Prime Field Office Overhead (10%).	(b) (4)	(b) (4)	\$0.00	(b) (4)

The contractor's Prime Field Office Overhead is (b) (4). The government's estimate is \$0.00. The government's pre negotiation position is (b) (4). This is so, because they are a series of additional items in the KTR's proposal, and these include the prime field office (10%). This resulted to the price difference. This price difference was not included in the Govt. IGE. The government finds this cost to be fair and reasonable.

Pre/Post-Negotiation Memorandum

Project Management

Item	KTR	Difference	GE	PNP
Project Management.	(b) (4)		\$0.00	(b) (4)

The contractor's proposal for Project Management was (b) (4). The government's estimate is \$0.00, the government's PNP is (b) (4). This is so, because they are a series of additional items in the KTR's proposal, and these include the project management fee. This resulted to the price difference. This price difference was not included in the Govt. IGE. TA supports the proposed price of (b) (4). The government finds this cost to be fair and reasonable.

Prime Home Office Overhead (5%).

Item	KTR	Difference	GE	PNP
Prime Home Office Overhead (5%).	(b) (4)		\$0.00	(b) (4)

The contractor's proposal for Prime Home Office Overhead was (b) (4). The government's estimate is \$0.00, the government's PNP is (b) (4). The contractor's estimate for Prime Home Office Overhead is (b) (4). This is so, because they are a series of additional items in the KTR's proposal, and these include the prime home office (5%) overhead fees. This resulted to the price difference. This price difference was not included in the Govt. IGE. TA supports cost of (b) (4). The government consider these costs as fair and reasonable .

KTR's Prime Bond Permit (3%).

Item	KTR	Difference	GE	PNP
KTR's Prime Bond Permit (3%).	(b) (4)		\$0.00	(b) (4)

The contractors's proposal for FRP Wood Panels and Molding is (b) (4). The government estimated \$0.00. The government's PNP is (b) (4). This is so, because they are a series of additional items in the KTR's proposal, and these include the prime contractors overhead (3%) permit fees. This resulted to the price difference. This price difference was not included in the Govt. IGE. The government considers this costs as fair and reasonable.

KTR's (8%) Mark up

Item	KTR	Difference	GE	PNP
KTR's (8%) Mark up	(b) (4)		\$0.00	(b) (4)

The contractors's estimate for Epoxy Flooring is (b) (4). The government estimated \$0.00. The government's PNP is (b) (4). This is so, because they are a series of additional items in the KTR's proposal, and these include the contractor's markup (8%). This resulted to the price difference. This price difference was not included in the Govt. IGE. . The government considers this cost to be fair and reasonable.

Pre/Post-Negotiation Memorandum

4. Contractor Responsibility and Compliances

The respective contractor has been determined to be responsible within the meaning of FAR Subpart 9.104, i.e., the firm exhibits:

- (1) Adequate financial resources to perform the contract;
- (2) An ability to meet the delivery or performance schedule;
- (3) A satisfactory record of integrity and business ethics;
- (4) The necessary organization, experience, accounting and operational controls, and technical skills or the ability to obtain them;
- (5) The necessary production and technical equipment and facilities, or the ability to obtain them; and
- (6) Does not appear on the "List of Parties Excluded from Federal Procurement and Non-Procurement Programs (SAM)" as of 12/02/2019, and is otherwise qualified and eligible to receive an award under applicable laws and regulations.

5. Contractor Past Performance

Base on SAMs review and conversation with Govt. TPOCs on previous projects, SAYERS CONSTRUCTION, LLC has performed various construction projects with very good to excellent performance. This contractor has a history of responsiveness to projects and high level mission requirements. Therefore, the contractors past performance is acceptable.

6. Government Position

The government has reviewed all materials, labor, equipment outlined in this proposal as well as the technical approach proposed. The government determined that the contractor's technical approach does meet the requirements of the SOW, concluding that no omissions of work exist.

7. Participants

(b) (6) Contracting Specialist, PWD Washington
(b) (6) Design Manager, PWD Washington
(b) (6) SAYERS CONSTRUCTION, LLC

Pre/Post-Negotiation Memorandum

8. Approval

Based on the above mentioned evaluation, I recommend accepting SAYERS CONSTRUCTION, LLC proposal as submitted for award.

PREPARED BY:

PREPARED BY: (b) (6), Contract Specialist
(Typed Name and Title)

(Signature) (Date)

REVIEWED: (b) (6), Contract Specialist
(Typed Name and Title)

(Signature) (Date)

APPROVED BY: (b) (6), Contracting Officer
(Typed Name and Title)

(Signature) (Date)

NAVFAC WASHINGTON PWD
PERFORMANCE WORK STATEMENT (PWS)
Project Title: NRL 106. INSTALL NEW FEED FROM GUARD SHACK 106 TO GUARD SHACK 151
AT NRL ENTRANCE GATE.
Date: 24 OCTOBER 19.

SCOPE

1. GENERAL PROJECT INFORMATION

- 1.1. The Contractor shall provide all approved materials, labor, equipment, tools, mobilization, transportation, supervision, and any other incidental work and accessories to accomplish work as described herein. This PWS is not all encompassing toward providing a complete and usable project. The Contractor is required to inspect, clean, repair and test as needed any work for full operation to the requirements and specifications as detailed in this scope of work.
- 1.2. All work regarding the preparation of any project shall be coordinated with the Contracting Officer Representative (COR) and Project Manager prior to the execution of work. The Contractor is responsible for obtaining all necessary base clearance, permits, and associated requirements prior to the start of work.
- 1.3. FACILITY SUPPORT SERVICES
 - 1.3.1. The purpose of this project is to provide Facility Support Services for multiple items throughout the specified area of responsibility (AOR), as described in this PWS.
 - 1.3.2. The Contractor shall provide and secure labor, approved materials; tools, mobilization, transportation, supervision and equipment to accomplish all work as described herein.
 - 1.3.3. The Contractor shall field verify all locations dimensions and condition before ordering any material or starting any work.
 - 1.3.4. The Contractor must notify the COR of any conditions that differ from that indicated on these documents.
 - 1.3.5. All work shall comply with base building standards, NEC, NFPA, EM 385-1 and OSHA regulations. The contractor shall keep the work areas safe neat and orderly at all times. The work site is an occupied office building. Subsequently, certain precautions must be maintained to insure a safe environment for our tenants. The contractor is expected to place safety signs, cones or caution tape to close off an area anytime the tenants may in a hazardous area. All applicable OSHA codes shall be followed.
 - 1.3.6. The NAVFAC WASHINGTON PWD project managers reserve the right to shut down a job if an unsafe condition exists. The contractor safety manager or designated assistant shall inspect all jobs and implement safety procedures to insure tenant and worker safety. All trash and debris associated with this project shall be removed daily and disposed of offsite.

2. PERFORMANCE WORK STATEMENT

2.1. Project – NRL 106. INSTALL NEW FEED FROM GUARD SHACK 106 TO GUARD SHACK 105 AT NRL ENTRANCE GATE.

- 2.1.1. Ensure to co-ordinate with Customer/ NRL Security and NAVFAC personnel / ET responsible for the project before work commences.
- 2.1.2. Secure work area.
- 2.1.3. Ensure to have Safety / Construction cones around work area.
- 2.1.4. Ensure ALL personnel working on site adhere and obey OSHA safety rules and regulations when on site.
- 2.1.5. Lock out / tag out.
- 2.1.6. Ensure to disconnect all electrical wiring associated with the electrical panels on guard shack 151 and 106.
- 2.1.7. Ensure to demo and remove both old existing electrical panels in both Guard shack 151 and 106.
- 2.1.8. Ensure to extend / excavate the already existing 23' long x 5' wide x 4' deep hole, if needed to run electrical conduits and wiring underground between both guard shacks.

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PERFORMANCE WORK STATEMENT (PWS)
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- 2.1.9. Ensure to install (1) new electrical panel each on guard shack 151 and 106 to match existing.
- 2.1.10. Ensure newly installed electrical panels, wires and conduits conforms to the Manufacturers design and specifications.
- 2.1.11. Ensure all branch circuits from each panel are installed correctly to the original state.
- 2.1.12. Ensure newly installed electrical panels, wires and conduits are installed correctly.
- 2.1.13. Remove lock out/ tag out
- 2.1.14. Test runs newly installed systems for proper functionality.
- 2.1.15. Backfill, compact and pave existing 23' long x 5' wide x 4' deep hole once repairs have been complete
- 2.1.16. Ensure to remove all debris from work area.
- 2.1.17. Remove all Safety / Construction cones from work area when the project is certified as completed by a NAVFAC personnel / ET responsible for the project.
- 2.1.18. **NOTE:** This task will be performed **ONLY** on a weekend. Therefore, it does not affect the weekly daily activities of motorists and pedestrians trying to access the base.
- 2.2. The contractor shall select one of the following ELIN items that will be included in the proposal: A00E, A00F, A00G, and A00H. Use the ELIN Cheat sheet to verify
 - 2.2.1. If a sub-contractor will be used, ELIN Item A00H, then the proposal shall include sub-contractor proposals.
- 2.3. The quality type of materials shall be commensurate or better to the quality of material used in the original installation.
- 2.4. The contractor should repair with 100% no deficiencies or concerns resulting from the repair in accordance with government accepted technical methods.
- 2.5. A preliminary inspection has been conducted by the prime contractor, with government validation, subsequently; no site is required unless otherwise requested by the prime contractor.
- 3. WORKLOCATION**
 - 3.1. All work under this TO will take place at the Naval Research Lab, located in Washington DC in building 106 and 151, Guard Shack, NRL Entrance Gate.
- 4. EXAMINATION OF PREMISES**
 - 4.1. The contractor is expected to accomplish due diligence as to the general and local conditions that may affect the performance of work to the extent that such information is reasonably obtainable. Arrangement to visit the work site can be made by calling the COR or Project Manager.
- 5. PERIOD OF PERFORMANCE**
 - 5.1. The Period of Performance shall be from award up to 90 days. The Contractor will be required to commence and start planning upon award on the task order work under this contract immediately upon award, to prosecute the work diligently and to complete entire work ready for use by the end of the performance period. The time stated for completion shall include a final clean-up of the premises.
- 6. MATERIALS TO BE REUSED/SALVAGED/DISPOSED**
 - 6.1. The contractor shall correctly dispose of all demolished materials and equipment.
- 7. EXISTING CONDITIONS AND EXTRA OBLIGATIONS OF THE CONTRACTOR**
 - 7.1. The Contractor, subcontractor and their employees are required to present proper identification to gain access onto the facility in accordance with the current regulations. Care shall be taken to prevent damage to the facility and to protect those features not involved in this contract. The

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8. SAFETY AND ENVIRONMENTAL REQUIREMENTS

- 8.1. The Contractor shall comply with all Federal, State and Local fire, safety and environmental regulations which include but is not limited, Occupational Safety and Health Administration standards, and Environmental Protection Agency regulations.
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- 8.3. If any hazards are encountered, the Contractor shall stop work immediately and notify the COR.
- 8.4. Contractor will provide all signage, caution tapes, etc. required for proper control in and around the Project site.
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9. IDENTIFICATION

- 9.1. All Contractor and Subcontractor personnel shall be required to possess and wear Security Identification badges at all times when on the installations premises. In addition, Contractor and subcontractor personnel shall display valid picture identification, such as current state driver's license in order to gain entry onto the Installation.

10. WORKING HOURS

- 10.1. The work shall be executed during normal working hours as defined as M-F 0730 to 1630 unless otherwise stated herein. Any out of normal working hours will be accomplished in a manner and at such times that will cause the least practicable disturbance to the installation and the normal activities of the installation, facility and work area. All out of normal working hours work will require an escort. All work shall be completed including final clean-up no later than date approved by the COR.

11. ACCESS TO WORK SITE AFTER NORMAL WORK HOURS

- 11.1. The Contractor shall not enter the work area after normal scheduled work hours. In the event of unusual circumstances that may require access to the work site after normal hours, the Contractor shall notify the COR, who must make appropriate arrangements for access. The contractor is required to submit an escort request no later than two weeks prior to the planned out of hours work.

12. DISPOSAL OF RUBBISH, PROJECT DEBRIS AND GARBAGE

- 12.1. All demolished materials and debris shall be removed from the Government property and disposed to an approved landfill.

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- 13.1. The work will be under the general direction of a United States Navy representative, or another representative of the Government, designated, as appropriate. The provisions of this paragraph or provisions elsewhere in this contract regarding supervision, approval, or direction by the Contracting Officer or the designated person shall not relieve the Contractor of responsibility for accomplishing the work, with regard to sufficiency or time of performance, except as otherwise provided.

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14. SUBMITTALS

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- 14.1.1. Work schedule
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15. ATTACHMENTS

- 15.1. NAVFAC 7300 Form

16. WORKING ON GOVERNMENT INSTALLATIONS

- 16.1. The Contractor shall provide each employee with an identification badge, which identifies by photograph the individual as an employee of the Contractor. These badges shall be worn at all times and presented for examination upon the request from the KO, COR, QA Personnel, Military Police or any other Government official with a need to see the badge.
- 16.2. The Contractor and his employees shall be subject to all base traffic, security and registration regulations for personnel and vehicles.
- 16.3. All contractor personnel attending meetings, answering Government telephones, working on site, where their contractor status is not known to third parties, must identify themselves as contractors, to include wearing ID badges, which identify them as contractor personnel. Unless otherwise directed by the COR, all documents produced or revised by contractors or developed through contractor participation must be marked as "contractor generated documents" or otherwise identified in a manner that discloses the contractor's participation. In addition, all contractor personnel shall identify themselves as a Contractor (CTR), on their email and email status.
- 16.4. Only the KO has the authority to authorize deviations from the terms and conditions of this contract, including deviations from specifications and requirements. In the event the Contractor does deviate, without written approval of the KO, such deviations shall be at the risk of, and any cost related thereto shall be borne by the contractor. Any matter concerning a change to the scope, prices, terms, or conditions of this contract shall be referred to the KO.
- 16.5. The COR will be confirmed at award.

17. SECURING GOVERNMENT PROPERTY

- 17.1. The Contractor is responsible for safeguarding all Government property and information provided in performance of this task order. At the close of each work period, the Contractor is responsible for ensuring Government facilities, equipment, and materials are secured. The Contractor shall develop and maintain a Government Furnished Equipment (GFE) Report (if applicable). This report shall be made available at any time upon request by the COR or KO. Contractor employees will be subject to all security procedures and any other applicable installation access and security regulations.

18. CONTRACTING OFFICER'S REPRESENTATIVE (COR)

- 18.1. The COR is designated by the Contracting Officer to perform the technical liaison between the contractor's management and the Contracting Officer in routine technical matters constituting general program direction within the scope of the contract/task order. Under NO circumstances is the COR authorized to effect any changes in the work required under this contract/task order whatsoever, or enter into any agreement that has the effect of changing the terms and conditions of this Task Order, or that causes the Contractor to incur any costs. In addition, the COR will NOT supervise, direct, or control contractor employees. Notwithstanding this provision, to the extent that contractor accepts any direction that constitutes a change to his contract/task order without prior written authorization of the Contracting Officer, costs incurred in connection therewith are incurred at the sole risk of the

NAVFAC WASHINGTON PWD
PERFORMANCE WORK STATEMENT (PWS)
Project Title: NRL 106. INSTALL NEW FEED FROM GUARD SHACK 106 TO GUARD SHACK 151
AT NRL ENTRANCE GATE.
Date: 24 OCTOBER 19.

contract, and if involved under this Task Order will be disallowed. Proceeding with work without proper contractual coverage may result in nonpayment or necessitate submittal of a contract claim. The prime contractor's management should clearly communicate this position to its employees working on this contract and to any subcontractors also providing support.

19. INVOICING

- 19.1. There will be no partial invoicing on this project. The invoice shall be submitted once each project has been completed and accepted by the government. The invoice shall be submitted in accordance with the standard procedures of the Wide Area Workflow Process.
- 19.2. Each invoice shall include all required documents per NAVFAC standard operating procedures and the following:
- QC/QA Acceptance Form – To be completed for each project.

20. CONTRACTOR LABOR HOUR REPORTING

- 20.1. The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for NAVFAC Washington, PWD Washington via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year.
- 20.2. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

21. WARRANTY

- 21.1. The Contractor shall guarantee all of the work that is performed under this contract, including all materials and workmanship, for a minimum period of one (1) year from the date of full acceptance of the work. Should any material be found defective, not meeting specifications, or that which has not been approved in writing by the owner shall, upon discovery (including any time within the period of the guarantee), be replaced with the specified equipment or material at no additional cost to the Government. All work shall be performed and completed in a thorough, workmanlike manner and in accordance with the latest proven practices of the trade by thoroughly skilled and experienced workmen.

22. NMCARS 237.102

- 22.1. Per NMCARS 237.102(a)(1)(90), the contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

End PWS

(b) (6), ENGINEERING TECHNICIAN.

24 OCTOBER 19.

NAVFAC WASHINGTON PWD
PERFORMANCE WORK STATEMENT (PWS)
Project Title: NRL 106. INSTALL NEW FEED FROM GUARD SHACK 106 TO GUARD SHACK 151
AT NRL ENTRANCE GATE.
Date: 24 OCTOBER 19.

Prepared by:

Date.

From: (b) (6)
To: (b) (6)
Cc: (b) (6)
Subject: RE: Requesting TA ASAP: NRL-106: N40080-18-D-2010
Date: Monday, January 13, 2020 1:08:43 AM
Attachments: [TA for NRL 106. Install New Feeder from Main Gate House - To Adjacent gate House..docx](#)

Good Morning (b) (6),
(6)

Attached to this email is the completed TA for NRL 106. Install New feeder from main gate house. Please see attachment. In addition, there will be no need for any negotiation with the KTR. Thanks.

Respectfully,

(b) (6)
Engineering Technician
United States Navy
Naval Facilities Engineering Command
Naval Research Laboratory
Washington DC. 20375
Work: (b) (6)
Email: (b) (6)

From: (b) (6) CIV USN NAVFAC WASHINGTON DC (USA) (b) (6)
Sent: Friday, January 10, 2020 9:56 AM
To: (b) (6) CIV USN NAVFAC WASHINGTON DC (US) (b) (6)
Cc: (b) (6) CIV NAVFAC Washington (b) (6); (b) (6) USN NAVFAC WASHINGTON DC (USA) (b) (6)
Subject: Requesting TA ASAP: NRL-106: N40080-18-D-2010
Importance: High

Good Morning (b) (6),
(6)

I would like to request the TA as soon as possible on the following task order:

NRL 106 N40080-18-D-2010

I would also like to know what days are you available for negotiations.

I would like to set a tentative negotiation date for January 22nd.

Please respond as soon as possible in order for us to move forward.

Thank you.

(b) (6)

Contract Specialist
NAVFAC Washington PWD
1013 O Street SE
Washington, DC 20374

(b) (6)

"Live Long and Prosper"

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 35			
1 CONTRACT/PURCH ORDER/ AGREEMENT NO N4008018D2010			2 DELIVERY ORDER/ CALL NO N4008020F4354		3 DATE OF ORDER/ CALL (YYYYMMDD) 2020 Feb 27		4 REQ / PURCH REQUEST NO ACQR5769534		5 PRIORITY				
6 ISSUED BY PUBLIC WORKS DEPARTMENT WASHINGTON NAVY YARD FEAD 1013 O ST. 1ST FLOOR WASHINGTON DC 20374				CODE N40080		7 ADMINISTERED BY (if other than 6) CODE				8 DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)			
SEE ITEM 6													
9 CONTRACTOR SAYERS CONSTRUCTION, LLC NAME (b) (6) AND 104 E MARTIN LUTHER KING DR ADDRESS SAN MARCOS TX 78666-5542				CODE 6AVS5		FACILITY		10 DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		11 MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED			
								12 DISCOUNT TERMS Net 30 Days		13 MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 7			
14 SHIP TO PUBLIC WORKS DEPARTMENT (b) (6) 1013 O ST. SE 1ST FLOOR WASHINGTON DC 20374				CODE N40080		15 PAYMENT WILL BE MADE BY CODE N68732 DEFENSE FINANCE AND ACCOUNTING SERVICE ATTN: ACCOUNTS PAYABLE CODE JAQAAA, ROOM 1441 1240 E. 9TH ST. CLEVELAND OH 44199-2055				MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.			
16 TYPE OF ORDER		DELIVERY/ CALL <input checked="" type="checkbox"/>		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract									
		PURCHASE		Reference your quote dated Furnish the following on terms specified herein REF:									
ACCEPTANCE THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME													
NAME OF CONTRACTOR				SIGNATURE				TYPED NAME AND TITLE		DATE SIGNED (YYYYMMDD)			
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: 1													
17 ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE See Schedule													
18 ITEM NO		19 SCHEDULE OF SUPPLIES/ SERVICES				20 QUANTITY ORDERED/ ACCEPTED*		21 UNIT		22 UNIT PRICE		23 AMOUNT	
SEE SCHEDULE													
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.						24. UNITED STATES OF AMERICA		(b) (6)		25 TOTAL		(b) (6)	
						TEL: (b) (6)				26			
						EMAIL: (b) (6)							
						BY: (b) (6)		CONTRACTING / ORDERING OFFICER		DIFFERENCES			
27a QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED													
b SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c DATE (YYYYMMDD)		d PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
e MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28 SHIP NO		29 DO VOUCHER NO		30 INITIALS			
						<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32 PAID BY		33 AMOUNT VERIFIED CORRECT FOR			
f TELEPHONE NUMBER		g E-MAIL ADDRESS				31 PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34 CHECK NUMBER			
36. I certify this account is correct and proper for payment.										35 BILL OF LADING NO			
a DATE (YYYYMMDD)		b SIGNATURE AND TITLE OF CERTIFYING OFFICER											
37 RECEIVED AT		38 RECEIVED BY		39 DATE RECEIVED (YYYYMMDD)		40 TOTAL CONTAINERS		41 S/R ACCOUNT NO		42 S/R VOUCHER NO			

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	NRL-106 INSTALL NEW FEED FROM MAIN GATE HOUSE / TO ADJACENT GATE FFP The contractor shall provide and secure all Labor, material, tools, mobilization, transportation, supervision and equipment to accomplish all work as described herein and in contract drawings in order to provide installation of new feed from main gate house / to adjacent gate at Naval Research Laboratory Building 106 at Washington, D.C. FOB: Destination PURCHASE REQUEST NUMBER: ACQR5769534 PSC CD: Z2AZ	1	Each	(b) (4)	(b) (4)

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	FUND ACRN AA FFP Funding Doc. No. N0017320WX00010 Customer ACRN: AB MILSTRIP: N0017320WX00010				\$0.00

NET AMT

\$0.00

ACRN AA
CIN: 00000000000000000000000000000000

(b) (4)

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
000101	N/A	N/A	N/A	N/A

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	30-SEP-2020	1	PUBLIC WORKS DEPARTMENT (b) (6) 1013 O ST. SE 1ST FLOOR WASHINGTON DC 20374 (b) (6) FOB: Destination	N40080
000101	N/A	N/A	N/A	N/A

Section 00700 - Contract Clauses

PAYMENT INSTRUCTION**PGI 204.7108(b)(2) Payment Instructions**

The required standard payment instruction and instruction table for this contract is located at:
https://www.acq.osd.mil/dpap/dars/pgi/pgi_html/current/PGI204_71.htm#payment_instructions

CLAUSES INCORPORATED BY REFERENCE

52.216-22	Indefinite Quantity	OCT 1995
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction	FEB 1999

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **15** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **365*** The time stated for completion shall include final cleanup of the premises.

*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

52.222-6 CONSTRUCTION WAGE RATE REQUIREMENTS (AUG 2018)

(a) Definition.—“Site of the work” —

(1) Means—

(i) *The primary site of the work.* The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) *The secondary site of the work, if any.* Any other site where a significant portion of the building or work is constructed, provided that such site is—

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the “primary site of the work” as defined in paragraph (a)(1)(i), or the “secondary site of the work” as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the “site of the work.” Such permanent, previously established facilities are not a part of the “site of the work” even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b)(1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Construction Wage Rate Requirements statute on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Construction Wage Rate Requirements statute poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Construction Wage Rate Requirements statute have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)

(a) Definitions. As used in this clause--Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is--

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without

mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee--

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees. (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--

(1) Is for--(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,500; and

(3) Includes work performed in the United States.

(End of clause)

52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)

(a) Definitions. As used in this clause (in accordance with 29 CFR 13.2)--

Child, domestic partner, and domestic violence have the meaning given in 29 CFR 13.2.

Employee--(1)(i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706; and

(A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8);

(B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions;

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and

(ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)(i) An employee performs ``on" a contract if the employee directly performs the specific services called for by the contract; and

(ii) An employee performs ``in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship has the meaning given in 29 CFR 13.2.

Multiemployer plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

Paid sick leave means compensated absence from employment that is required by E.O. 13706 and 29 CFR part 13.

Parent, sexual assault, spouse, and stalking have the meaning given in 29 CFR 13.2.

United States means the 50 States and the District of Columbia.

(b) Executive Order 13706. (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.

(2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.

(c) Paid sick leave. The Contractor shall--

(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

(2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;

(3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;

(4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;

(5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and

(6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.

(d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).

(e) Withholding. The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including--

(1) Any pay and/or benefits denied or lost by reason of the violation;

(2) Other actual monetary losses sustained as a direct result of the violation; and

(3) Liquidated damages.

(f) Payment suspension/contract termination/contractor debarment. (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, the contracting agency may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.

(3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.

(h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.

(i) Recordkeeping. (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

(i) Name, address, and social security number of each employee.

(ii) The employee's occupation(s) or classification(s).

(iii) The rate or rates of wages paid (including all pay and benefits provided).

(iv) The number of daily and weekly hours worked.

(v) Any deductions made.

(vi) The total wages paid (including all pay and benefits provided) each pay period.

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).

(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.

(ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 as described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706).

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).

(xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.

(xiii) The relevant contract.

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)(i) If the Contractor wishes to distinguish between an employee's covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.

(ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(1)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an

estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time for the Contractor.

(3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.

(4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.

(j) Interference/discrimination.

(1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to--

(i) Miscalculating the amount of paid sick leave an employee has accrued;

(ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;

(iii) Discouraging an employee from using paid sick leave;

(iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;

(v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;

(vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or

(vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.

(2) The Contractor shall not discharge or in any other manner discriminate against any employee for--

(i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.

(k) Notice. The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(l) Disputes concerning labor standards. Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives.

(m) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)

(a) The Contracting Officer may, in writing, order changes in the drawings and specifications within the general scope of the contract.

(b) The Contractor shall promptly notify the Contracting Officer, in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work.

(c) If changes under paragraph (a) or conditions under paragraph (b) increase or decrease the cost of, or time required for performing the work, the Contracting Officer shall make an equitable adjustment (see paragraph (d)) upon submittal of a "proposal for adjustment" (hereafter referred to as proposal) by the Contractor before final payment under the contract.

(d) The Contracting Officer shall not make an equitable adjustment under paragraph (b) unless--

(1) The Contractor has submitted and the Contracting Officer has received the required written notice; or

(2) The Contracting Officer waives the requirement for the written notice.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause.

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (JAN 2017)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 5 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 10 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)

(a) Definitions. As used in this clause--

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is--

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapidly report means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibesia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/cca/Pages/index.aspx>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this

clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall--

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to--

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)

(a) Definitions. As used in this clause--

Contract financing payment means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

(1) Contract financing payments include--

(i) Advance payments;

(ii) Performance-based payments;

(iii) Commercial advance and interim payments;

(iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;

(v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.

(2) Contract financing payments do not include--

(i) Invoice payments;

(ii) Payments for partial deliveries; or

(iii) Lease and rental payments.

Electronic form means any automated system that transmits information electronically from the initiating system to affected systems.

Invoice payment means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government.

(1) Invoice payments include--

(i) Payments for partial deliveries that have been accepted by the Government;

(ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor;

(iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.

(2) Invoice payments do not include contract financing payments.

Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.

Receiving report means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.

(b) Except as provided in paragraph (d) of this clause, the Contractor shall submit payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order.

(c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:

(1) Electronic Data Interchange.

(2) Secure File Transfer Protocol.

(3) Direct input through the WAWF website.

(d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when--

(1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or

(4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.

(e) Information regarding WAWF is available at <https://wawf.eb.mil/>.

(f) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order: N4008018D2010-N4008020F4354

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Inspection – N44889 Acceptance

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	N68732
Issue By DoDAAC	N44889
Admin DoDAAC**	N44889
Inspect By DoDAAC	N44889
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N44889
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N44889

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Inspector: (b) (6)

Acceptor: (b) (6)

Certifier: (b) (6)

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(b) (6)

* For technical WAWF help, contact the WAWF helpdesk at 866-618 5988.

(End of clause)

LIQUIDATED DAMAGES

Liquidated Damage

11.502 Procedures

(b) If multiple completion dates are specified, the appropriate liquidated damage rate for each completion date shall be provided by the business line with the technical requirement and shall include information on the basis of each rate. If multiple deliverables are specified, by the appropriate liquidated damage rate per day per deliverable shall be provided by the business line with the technical requirement and shall include information on the basis of each rate, which shall be retained in the contract file.

(c) The final invoice shall include either the statement: "The contract was completed within the contract time and no liquidated damages are assessed," or be annotated to show the contract completion date, the actual date of completion, the number of days for which liquidated damages are assessed, the rate per day of liquidated damages and the total amount of liquidated damages assessed by modification for late performance.

(d) Assessment of liquidated damages shall be through issuance of a unilateral modification.

Section 00800 - Special Contract Requirements

STATEMENT OF WORK**SCOPE**

Project Title: NRL-106 INSTALL NEW FEED FROM MAIN GATE HOUSE / TO ADJACENT GATE HOUSE
(Please reference contractor's proposal dated January 03, 2020 in the completion of this project)

1. GENERAL PROJECT INFORMATION

1.1. The Contractor shall provide all approved materials, labor, equipment, tools, mobilization, transportation, supervision, and any other incidental work and accessories to accomplish work as described herein. This PWS is not all encompassing toward providing a complete and usable project. The Contractor is required to inspect, clean, repair and test as needed any work for full operation to the requirements and specifications as detailed in this scope of work.

1.2. All work regarding the preparation of any project shall be coordinated with the Contracting Officer Representative (COR) and Project Manager prior to the execution of work. The Contractor is responsible for obtaining all necessary base clearance, permits, and associated requirements prior to the start of work.

1.3. FACILITY SUPPORT SERVICES

1.3.1. The purpose of this project is to provide Facility Support Services for multiple items throughout the specified area of responsibility (AOR), as described in this PWS.

1.3.2. The Contractor shall provide and secure labor, approved materials; tools, mobilization, transportation, supervision and equipment to accomplish all work as described herein.

1.3.3. The Contractor shall field verify all locations dimensions and condition before ordering any material or starting any work.

1.3.4. The Contractor must notify the COR of any conditions that differ from that indicated on these documents.

1.3.5. All work shall comply with base building standards, NEC, NFPA, EM 385-1 and OSHA regulations. The contractor shall keep the work areas safe neat and orderly at all times. The work site is an occupied office building. Subsequently, certain precautions must be maintained to insure a safe environment for our tenants. The contractor is expected to place safety signs, cones or caution tape to close off an area anytime the tenants may in a hazardous area. All applicable OSHA codes shall be followed.

1.3.6. The NAVFAC WASHINGTON PWD project managers reserve the right to shut down a job if an unsafe condition exists. The contractor safety manager or designated assistant shall inspect all jobs and implement safety procedures to insure tenant and worker safety. All trash and debris associated with this project shall be removed daily and disposed of offsite.

2. PERFORMANCE WORK STATEMENT

2.1. Project – NRL 106. INSTALL NEW FEED FROM GUARD SHACK 106 TO GUARD SHACK 105 AT NRL ENTRANCE GATE.

2.1.1. Ensure to co-ordinate with Customer/ NRL Security and NAVFAC personnel / ET responsible for the project before work commences.

2.1.2. Secure work area.

2.1.3. Ensure to have Safety / Construction cones around work area.

2.1.4. Ensure ALL personnel working on site adhere and obey OSHA safety rules and regulations when on site.

2.1.5. Lock out / tag out.

2.1.6. Ensure to disconnect all electrical wiring associated with the electrical panels on guard shack 151 and 106.

2.1.7. Ensure to demo and remove both old existing electrical panels in both Guard shack 151 and 106.

2.1.8. Ensure to extend / excavate the already existing 23' long x 5' wide x 4' deep hole, if needed to run electrical conduits and wiring underground between both guard shacks.

2.1.9. Ensure to install (1) new electrical panel each on guard shack 151 and 106 to match existing.

2.1.10. Ensure newly installed electrical panels, wires and conduits conforms to the Manufacturers design and specifications.

2.1.11. Ensure all branch circuits from each panel are installed correctly to the original state.

2.1.12. Ensure newly installed electrical panels, wires and conduits are installed correctly.

2.1.13. Remove lock out/ tag out

2.1.14. Test runs newly installed systems for proper functionality.

- 2.1.15. Backfill, compact and pave existing 23'long x 5' wide x 4' deep hole once repairs have been complete
- 2.1.16. Ensure to remove all debris from work area.
- 2.1.17. Remove all Safety / Construction cones from work area when the project is certified as completed by a NAVFAC personnel / ET responsible for the project.
- 2.1.18. NOTE: This task will be performed ONLY on a weekend. Therefore, it does not affect the weekly daily activities of motorists and pedestrians trying to access the base.

- 2.2. The contractor shall select one of the following ELIN items that will be included in the proposal: A00E, A00F, A00G, and A00H. Use the ELIN Cheat sheet to verify
- 2.2.1. If a sub-contractor will be used, ELIN Item A00H, then the proposal shall include sub-contractor proposals.
- 2.3. The quality type of materials shall be commensurate or better to the quality of material used in the original installation.
- 2.4. The contractor should repair with 100% no deficiencies or concerns resulting from the repair in accordance with government accepted technical methods.
- 2.5. A preliminary inspection has been conducted by the prime contractor, with government validation, subsequently; no site is required unless otherwise requested by the prime contractor.

3. WORK LOCATION

- 3.1. All work under this TO will take place at the Naval Research Lab, located in Washington DC in building 106 and 151, Guard Shack, NRL Entrance Gate.

4. EXAMINATION OF PREMISES

- 4.1. The contractor is expected to accomplish due diligence as to the general and local conditions that may affect the performance of work to the extent that such information is reasonably obtainable. Arrangement to visit the work site can be made by calling the COR or Project Manager.

5. PERIOD OF PERFORMANCE

- 5.1. The Period of Performance shall be from award up to 90 days. The Contractor will be required to commence and start planning upon award on the task order work under this contract immediately upon award, to prosecute the work diligently and to complete entire work ready for use by the end of the performance period. The time stated for completion shall include a final clean-up of the premises.

6. MATERIALS TO BE REUSED/SALVAGED/DISPOSED

- 6.1. The contractor shall correctly dispose of all demolished materials and equipment.

7. EXISTING CONDITIONS AND EXTRA OBLIGATIONS OF THE CONTRACTOR

- 7.1. The Contractor, subcontractor and their employees are required to present proper identification to gain access onto the facility in accordance with the current regulations. Care shall be taken to prevent damage to the facility and to protect those features not involved in this contract. The Contractor is responsible for securing all equipment left on site; the Government does not provide security for the Contractor's property. Damage to the facility as a result of the execution of this contract shall be rectified by the Contractor to the satisfaction of the Contracting Officer and COR and at no additional cost to the Government.

8. SAFETY AND ENVIRONMENTAL REQUIREMENTS

- 8.1. The Contractor shall comply with all Federal, State and Local fire, safety and environmental regulations which include but is not limited, Occupational Safety and Health Administration standards, and Environmental Protection Agency regulations.
- 8.2. The Contractor is expected to be aware of safety issues and plan accordingly. The Contractor is also expected to make recommendations for safety and safety surveillance activities, including any not mentioned in this section. SAFETY is the FIRST priority of the work planned and executed by the Contractor.
- 8.3. If any hazards are encountered, the Contractor shall stop work immediately and notify the COR.
- 8.4. Contractor will provide all signage, caution tapes, etc. required for proper control in and around the Project site.
- 8.5. Access points to the facility are available with the stipulation that the areas will also be in use by the users. The access areas will be kept safe, clean and free from Project materials and debris.

9. IDENTIFICATION

9.1. All Contractor and Subcontractor personnel shall be required to possess and wear Security Identification badges at all times when on the installations premises. In addition, Contractor and subcontractor personnel shall display valid picture identification, such as current state driver's license in order to gain entry onto the Installation.

10. WORKING HOURS

10.1. The work shall be executed during normal working hours as defined as M-F 0730 to 1630 unless otherwise stated herein. Any out of normal working hours will be accomplished in a manner and at such times that will cause the least practicable disturbance to the installation and the normal activities of the installation, facility and work area. All out of normal working hours work will require an escort. All work shall be completed including final clean-up no later than date approved by the COR.

11. ACCESS TO WORK SITE AFTER NORMAL WORK HOURS

11.1. The Contractor shall not enter the work area after normal scheduled work hours. In the event of unusual circumstances that may require access to the work site after normal hours, the Contractor shall notify the COR, who must make appropriate arrangements for access. The contractor is required to submit an escort request no later than two weeks prior to the planned out of hours work.

12. DISPOSAL OF RUBBISH, PROJECT DEBRIS AND GARBAGE

12.1. All demolished materials and debris shall be removed from the Government property and disposed to an approved landfill.

13. GOVERNMENT REPRESENTATIVES

13.1. The work will be under the general direction of a United States Navy representative, or another representative of the Government, designated, as appropriate. The provisions of this paragraph or provisions elsewhere in this contract regarding supervision, approval, or direction by the Contracting Officer or the designated person shall not relieve the Contractor of responsibility for accomplishing the work, with regard to sufficiency or time of performance, except as otherwise provided.

14. SUBMITTALS

14.1. The Contractor shall submit information including materials, equipment, etc. on the following to the COR for approval and for the project file:

14.1.1. Work schedule

14.1.2. Warranty

14.1.3. Materials and Equipment

15. ATTACHMENTS

15.1. NAVFAC 7300 Form

16. WORKING ON GOVERNMENT INSTALLATIONS

16.1. The Contractor shall provide each employee with an identification badge, which identifies by photograph the individual as an employee of the Contractor. These badges shall be worn at all times and presented for examination upon the request from the KO, COR, QA Personnel, Military Police or any other Government official with a need to see the badge.

16.2. The Contractor and his employees shall be subject to all base traffic, security and registration regulations for personnel and vehicles.

16.3. All contractor personnel attending meetings, answering Government telephones, working on site, where their contractor status is not known to third parties, must identify themselves as contractors, to include wearing ID badges, which identify them as contractor personnel. Unless otherwise directed by the COR, all documents produced or revised by contractors or developed through contractor participation must be marked as "contractor generated documents" or otherwise identified in a manner that discloses the contractor's participation. In addition, all contractor personnel shall identify themselves as a Contractor (CTR), on their email and email status.

16.4. Only the KO has the authority to authorize deviations from the terms and conditions of this contract, including deviations from specifications and requirements. In the event the Contractor does deviate, without written

approval of the KO, such deviations shall be at the risk of, and any cost related thereto shall be borne by the contractor. Any matter concerning a change to the scope, prices, terms, or conditions of this contract shall be referred to the KO.

16.5. The COR will be confirmed at award.

17. SECURING GOVERNMENT PROPERTY

17.1. The Contractor is responsible for safeguarding all Government property and information provided in performance of this task order. At the close of each work period, the Contractor is responsible for ensuring Government facilities, equipment, and materials are secured. The Contractor shall develop and maintain a Government Furnished Equipment (GFE) Report (if applicable). This report shall be made available at any time upon request by the COR or KO. Contractor employees will be subject to all security procedures and any other applicable installation access and security regulations.

18. CONTRACTING OFFICER'S REPRESENTATIVE (COR)

18.1. The COR is designated by the Contracting Officer to perform the technical liaison between the contractor's management and the Contracting Officer in routine technical matters constituting general program direction within the scope of the contract/task order. Under NO circumstances is the COR authorized to effect any changes in the work required under this contract/task order whatsoever, or enter into any agreement that has the effect of changing the terms and conditions of this Task Order, or that causes the Contractor to incur any costs. In addition, the COR will NOT supervise, direct, or control contractor employees. Notwithstanding this provision, to the extent that contractor accepts any direction that constitutes a change to his contract/task order without prior written authorization of the Contracting Officer, costs incurred in connection therewith are incurred at the sole risk of the contract, and if involved under this Task Order will be disallowed. Proceeding with work without proper contractual coverage may result in nonpayment or necessitate submittal of a contract claim. The prime contractor's management should clearly communicate this position to its employees working on this contract and to any subcontractors also providing support.

19. INVOICING

19.1. There will be no partial invoicing on this project. The invoice shall be submitted once each project has been completed and accepted by the government. The invoice shall be submitted in accordance with the standard procedures of the Wide Area Workflow Process.

19.2. Each invoice shall include all required documents per NAVFAC standard operating procedures and the following:

- QC/QA Acceptance Form – To be completed for each project.

20. CONTRACTOR LABOR HOUR REPORTING

20.1. The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for NAVFAC Washington, PWD Washington via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year.

20.2. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

21. WARRANTY

21.1. The Contractor shall guarantee all of the work that is performed under this contract, including all materials and workmanship, for a minimum period of one (1) year from the date of full acceptance of the work. Should any material be found defective, not meeting specifications, or that which has not been approved in writing by the owner shall, upon discovery (including any time within the period of the guarantee), be replaced with the specified equipment or material at no additional cost to the Government. All work shall be performed and completed in a thorough, workmanlike manner and in accordance with the latest proven practices of the trade by thoroughly skilled and experienced workmen.

22. NMCARS 237.102

22.1. Per NMCARS 237.102(a)(1)(90), the contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

End PWS

WAGE DETERMINATION

"General Decision Number: DC20200003 02/07/2020

Superseded General Decision Number: DC20190003

State: District of Columbia

Construction Type: Residential

County: District of Columbia Statewide.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/24/2020
2	02/07/2020

* ASBE0024-008 04/01/2019

	Rates	Fringes
ASBESTOS WORKER: HAZARDOUS MATERIAL HANDLER.....	\$ 23.71	7.44+a

Includes preparation, wetting, stripping, removal, scrapping,
vacuuming, bagging and disposing of all insulation
materials, whether they contain asbestos or not, from
mechanical systems

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day,
Memorial Day, Independence Day, Labor Day, Veterans' Day,
Thanksgiving Day, the day after Thanksgiving and Christmas
Day provided the employee works the regular work day before
and after the paid holiday.

ELEV0010-001 01/01/2020

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 47.02	34.765+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence
Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas
Day and the Friday after Thanksgiving.

b. VACATIONS: Employer contributes 8% of basic hourly rate
for 5 years or more of service; 6% of basic hourly rate for
6 months to 5 years of service as vacation pay credit.

PLUM0005-009 08/01/2015

	Rates	Fringes
PLUMBER.....	\$ 24.41	9.86+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day
and the day after Thanksgiving, Christmas Day, New Year's
Day, Martin Luther King's Birthday, Memorial Day and the
Fourth of July.

PLUM0602-009 08/01/2019

	Rates	Fringes
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PIPEFITTER (HVAC Pipe
Installation).....\$ 43.14 21.87+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's
Birthday, Memorial Day, Independence Day, Labor Day,
Veterans' Day, Thanksgiving Day and the day after
Thanksgiving and Christmas Day.

SUDC2009-004 05/27/2009

	Rates	Fringes
BRICKLAYER.....	\$ 20.71	0.00
CARPENTER, Including Drywall Hanging.....	\$ 17.43	2.37
CEMENT MASON/CONCRETE FINISHER...	\$ 18.72	0.00
DRYWALL FINISHER/TAPER.....	\$ 15.00	0.00
ELECTRICIAN.....	\$ 19.93	3.11
LABORER: Common or General.....	\$ 12.54	0.00
LABORER: Mason Tender for pointing, caulking, cleaning of existing masonry, brick, stone and cement structures (restoration work); excludes pointing, caulking and cleaning of new or replacement masonry, brick, stone and cement.....\$ 12.59		
PAINTER: Brush and Roller.....	\$ 15.32	5.15
POINTER, CAULKER, CLEANER, Includes pointing, caulking, cleaning of existing masonry, brick, stone and cement structures (restoration work); excludes pointing, caulking, cleaning of new or replacement masonry, brick, stone or cement.....\$ 18.33		
ROOFER.....	\$ 26.33	0.00
SHEET METAL WORKER.....	\$ 18.33	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1,

2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on

- a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION"

AMOUNT: (b) (4)

[illegible]

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 35

1. CONTRACT/PURCH ORDER/ AGREEMENT NO. N4008018D2010		2. DELIVERY ORDER/ CALL NO. N4008020F4354		3. DATE OF ORDER/CALL (YYYYMMDD) 2020 Feb 27		4. REQ./ PURCH. REQUEST NO. ACQR5789534		5. PRIORITY					
6. ISSUED BY PUBLIC WORKS DEPARTMENT WASHINGTON NAVY YARD FEAD 1013 O ST. 1ST FLOOR WASHINGTON DC 20374				7. ADMINISTERED BY (if other than 6) SEE ITEM 6				8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)					
9. CONTRACTOR CODE N40080 SAYERS CONSTRUCTION, LLC NAME (b) (6) AND 104 E MARTIN LUTHER KING DR ADDRESS SAN MARCOS TX 78666-5542				FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE 12. DISCOUNT TERMS Net 30 Days		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input checked="" type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED					
14. SHIP TO PUBLIC WORKS DEPARTMENT (b) (6) 1013 O ST. SE 1ST FLOOR WASHINGTON DC 20374				15. PAYMENT WILL BE MADE BY CODE N68732 DEFENSE FINANCE AND ACCOUNTING SERVICE ATTN: ACCOUNTS PAYABLE CODE JAQAAA, ROOM 1441 1240 E. 9TH ST. CLEVELAND OH 44199-2055				13. MAIL INVOICES TO THE ADDRESS IN BLOCK See item 7					
16. TYPE OF ORDER		DELIVERY/ CALL <input checked="" type="checkbox"/> PURCHASE		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. Reference your quote dated Furnish the following on terms specified herein. REF:									
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS (b) (6) M T (b) (6) <i>Sayers Construction, LLC</i> NAME OF CONTRACTOR <input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: 1 DATE SIGNED 3/11/2020 (YYYYMMDD)													
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE See Schedule													
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/ SERVICES			20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT		22. UNIT PRICE		23. AMOUNT		
SEE SCHEDULE													
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.										24. UNITED STATES OF AMERICA TEL: EMAIL: BY:		25. TOTAL (b) (4)	
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED										CONTRACTING / ORDERING OFFICER		26. DIFFERENCES	
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. DO VOUCHER NO.		30. INITIALS				
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS			<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR				
36. I certify this account is correct and proper for payment.					31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. CHECK NUMBER		35. BILL OF LADING NO.				
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		
41. S/R ACCOUNT NO.		42. S/R VOUCHER NO.											

TECHNICAL ANALYSIS.

(Contract #:N40080-18-D-2010)

Project Title: NRL 106. Install New Feeder from Main Gate House / To Adjacent gate House.

1. BUILDING LOCATION

Naval Research Laboratory (NRL), building 105 & 106 Guard Shack NRL Entrance, Washington DC.

PWS Date: 24 Oct,2019

IGE Date: 25 Oct,2019

Contractor's Name: Sayers Construction, LLC

Proposal's Date: 03 January 2020.

2. PERIOD OF PERFORMANCE

The contractor's proposed: 200 days from date of award.

3. SCOPE OF WORK

Secure work area

Lock out / tag out equipment

Remove Existing Panels in both the Guard Shacks.

Install New Feed from Guard Shack 106 to Guard Shack 151s.

Install new panel in both Guard Shacks. Backfill existing excavated area between the guard shacks.

Remove lock out / tag out

Test runs newly installed Panels for proper functionality

Remove all debris from work area.

NOTE: Work will be done on weekends **ONLY**.

4. GOVERNMENT (IGE) PRICING

The Government Estimate (GE) was developed based on pricing from RS Means. That is what the Government use for price justification and comparison with the KTR's pricing.

5. CONTRACTOR'S PROPOSAL PRICING

The KTR'S proposal was based on pricing from a NON - MEANS source.

6. CONTRACTOR ASSUMPTION

If the Delivery order is not issued within 30 days, we reserve the right to revalidate this proposal.

Proposal is based on all applicable Davis Bacon wage rates.

7. GOVERNMENT AND KTR'S COMPARISON TABLE SHOWN BELOW.

ITEMS.	KTR'S PROPOSAL.	DIFFERENCE.	GOVT IGE.	PNP.
1. Direct Materials.	(b) (4)		\$25,499.00	(b) (4)
2. Direct Labor.			\$14,761.20	
3. Prime Field Office Overhead (10%).			\$0.00	
4. Project Management.			\$0.00	
5. Prime Home Office Overhead (5%).			\$0.00	
6. KTR's Prime Bond Permit (3%).			\$0.00	
7.KTR's (8%) Mark up			\$0.00	
Total:			\$40,260.20	

8. TECHNICAL ANALYSIS POSITION

The KTR's proposed price has come to (b) (4) above the Govt. IGE of \$40,260.20. This is so, because they are a series of additional items in the KTR's proposal and these include the project materials sales tax fees, Rental equipment insurance and tax fees, prime field office (10%) overhead fees, prime contractors overhead (3%) permit fees, prime home office (5%) overhead fees, mixed concrete pouring and electrical cables underground Scanning. This resulted to the price difference. This price difference was not included in the Govt. IGE.

9. CONFORMATION OF GOVERNMENT / KTR'S PRICING

The KTR's total cost of the project at NRL 106 is (b) (4). I have reviewed the contractor's proposal and pricing and have determined that this project has being correctly estimated and can be performed in a safe and timely manner.

10. TECHNICAL ANALYSIS DETERMINATION

Based on the above provided information, the contractor's proposal for the subject project is determined to be Technically Acceptable.

Prepared by: (b) (6), ENGINEERING TECHNICIAN.

01-13-2020.

Name & Signature

Date.

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 35

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. N4008018D201D		2. DELIVERY ORDER/ CALL NO. N4008020F4354		3. DATE OF ORDER/CALL (YYYYMMDD) 2020 Feb 27		4. REQ / PURCH. REQUEST NO. ACOR5769534		5. PRIORITY	
6. ISSUED BY PUBLIC WORKS DEPARTMENT WASHINGTON NAVY YARD FEAD 1013 O ST. 1ST FLOOR WASHINGTON DC 20374		CODE N40080		7. ADMINISTERED BY (if other than 6) SEE ITEM 6		CODE		8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)	
9. CONTRACTOR SAYERS CONSTRUCTION, LLC NAME (b) (6) AND 104 E MARTIN LUTHER KING DR ADDRESS SAN MARCOS TX 78666-5542		CODE 8AVS5		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED	
14. SHIP TO PUBLIC WORKS DEPARTMENT (b) (6) 1013 O ST. SE 1ST FLOOR WASHINGTON DC 20374		CODE N40080		15. PAYMENT WILL BE MADE BY CODE N68732 DEFENSE FINANCE AND ACCOUNTING SERVICE ATTN: ACCOUNTS PAYABLE CODE JAQAAA, ROOM 1441 1240 E. 9TH ST. CLEVELAND OH 44199-2055		12. DISCOUNT TERMS Net 30 Days		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 7	
16. TYPE OF ORDER DELIVERY/ CALL <input checked="" type="checkbox"/> PURCHASE <input type="checkbox"/>		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. Reference your quote dated Furnish the following on terms specified herein. REF:							
ACCEPTANCE OF THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IS (b) (6) AND CONDITIONS (b) (6) TO PERFORM (b) (6)		NAME OF CONTRACTOR Sayers Construction, LLC		DATE SIGNED 2/27/2020		DATE SIGNED (YYYYMMDD)			
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE See Schedule									
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/ SERVICES		20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT		22. UNIT PRICE	
								23. AMOUNT	
		SEE SCHEDULE							
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.		24. UNITED STATES OF AMERICA TEL: EMAIL: BT:		25. TOTAL (b) (4)		26. DIFFERENCES			
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED		CONTRACTING / ORDERING OFFICER							
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		28. SHIP NO.		29. DO VOUCHER NO.		30. INITIALS			
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS		<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
36. I certify this account is correct and proper for payment.		31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34. CHECK NUMBER		35. BILL OF LADING NO.	
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		40. TOTAL CONTAINERS		41. S/R ACCOUNT NO.		42. S/R VOUCHER NO.	
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)					

"General Decision Number: DC20200003 02/07/2020

Superseded General Decision Number: DC20190003

State: District of Columbia

Construction Type: Residential

County: District of Columbia Statewide.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/24/2020
2	02/07/2020

* ASBE0024-008 04/01/2019

	Rates	Fringes
ASBESTOS WORKER: HAZARDOUS		
MATERIAL HANDLER.....	\$ 23.71	7.44+a

Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday.

ELEV0010-001 01/01/2020

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 47.02	34.765+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.

b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

PLUM0005-009 08/01/2015

	Rates	Fringes
PLUMBER.....	\$ 24.41	9.86+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

PLUM0602-009 08/01/2019

	Rates	Fringes
PIPEFITTER (HVAC Pipe Installation).....	\$ 43.14	21.87+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day.

SUDC2009-004 05/27/2009

	Rates	Fringes
BRICKLAYER.....	\$ 20.71	0.00
CARPENTER, Including Drywall Hanging.....	\$ 17.43	2.37
CEMENT MASON/CONCRETE FINISHER...	\$ 18.72	0.00
DRYWALL FINISHER/TAPER.....	\$ 15.00	0.00
ELECTRICIAN.....	\$ 19.93	3.11
LABORER: Common or General.....	\$ 12.54	0.00

LABORER: Mason Tender for pointing, caulking, cleaning of existing masonry, brick, stone and cement structures (restoration work); excludes pointing, caulking and cleaning of new or replacement masonry, brick, stone and cement.....

	\$ 12.59
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PAINTER: Brush and Roller.....\$ 15.32 5.15

POINTER, CAULKER, CLEANER,
Includes pointing, caulking,
cleaning of existing masonry,
brick, stone and cement
structures (restoration
work); excludes pointing,
caulking, cleaning of new or
replacement
masonry, brick, stone or
cement.....\$ 18.33

ROOFER.....\$ 26.33 0.00

SHEET METAL WORKER.....\$ 18.33 0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were

prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter

- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

From:
To:
Cc:

(b) (6)

Subject:
Date:

ACQR#5814022 - P02 - MBW-000 Phase 1 Energy Bundle - Replace Spotlight and Add Tree Lights Change Order
Friday, July 17, 2020 2:16:59 PM

(b) (6),

Please assign MOD ACQR#5814022 - P02 - MBW-000 Phase 1 Energy Bundle - Replace Spotlight and Add Tree Lights Change Order and issue RFP to Sayers. SOW, IGE and PTP have been uploaded.

Please let me know if you have any questions.

Very Respectfully,

(b) (6)

CAT III/IV Team Lead
PWD Washington

(b) (6)

CONFIDENTIALITY NOTICE: The email message and any attachment(s) is intended only for the official use of the recipient(s) named above and may contain legally privileged and/or confidential information. If you are not the intended recipient, you may not review, copy, or distribute this message. If you have received this message in error, please notify me immediately via email and delete the original email.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE		PAGE OF PAGES 1 6	
2 AMENDMENT/MODIFICATION NO		3 EFFECTIVE DATE 28-Aug-2020		4 REQUISITION/PURCHASE REQ NO ACQR5771999		5 PROJECT NO (If applicable)	
6 ISSUED BY PUBLIC WORKS DEPARTMENT WASHINGTON NAVY YARD FEAD 1013 O ST. 1ST FLOOR WASHINGTON DC 20374		CODE N40080		7 ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SAYERS CONSTRUCTION, LLC (b) (6) 104 E MARTIN LUTHER KING DR SAN MARCOS TX 78666-5542				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N4008020F4096			
				X 10B. DATED (SEE ITEM 13) 13-Dec-2019			
CODE 6AVS5		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-5 Change and Changed Conditions							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: monsur202131 Prepared by: monsur Contract Title: Electrical IDIQ FY-18 Modification Title: MBW-000 Phase 1 Energy Bundle - Replace Spotlight and Add Tree Lights Change Order Reason Code: CREQ Purpose: The purpose of this modification is to provide funds to contractor in the amount of (b) (4) per request from Customer to replace additional lights in order for all of the lights at the parade deck to be replaced under one project. CONTRACTOR'S RELEASE: Acceptance of this modification by the contractor constitutes an accord and satisfaction and represents payment in full for both time and money and for any and all cost, effect, and for delays and disruption arising out of, or incidental to, the work herein revised.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print) Mark Sayerse - Member				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TEL: _____ EMAIL: _____			
15B. CON (b) (6)		15C. DATE SIGNED 8/28/2020		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED	
(Sign _____ to sign)							

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by reference:

52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.243-5	Changes and Changed Conditions	APR 1984
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019

The following have been added by full text:

PAYMENT INSTRUCTIONS

“PGI 204.7108(b)(2) Payment Instructions

The required standard payment instruction and instruction table for this contract is located at:
https://www.acq.osd.mil/dpap/dars/pgi/pgi_html/current/PGI204_71.htm#payment_instructions”

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

N4008018D2010/N4008020F4096

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

NAVY CONSTRUCTION / FACILITIES MANAGEMENT INVOICE

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	N68732
Issue By DoDAAC	N44889
Admin DoDAAC**	N44889

Inspect By DoDAAC	N/A
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N44889
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N44889

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Inspector	(b) (6)
Adminis	
Certifier	

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

SECTION 00010 - SOLICITATION CONTRACT FORM

The total cost of this contract was increased by (b) (4) .

CLIN 0001

The CLIN description has changed from MBW-000 Phase 1 Energy Bundle FY20 to MBW-000 Phase 1 Energy Bundle.

The CLIN extended description has changed from:

You are hereby required to accomplish work stated in the performance work statement dated 22 February 2019.

To:

You are hereby required to accomplish work stated in the performance work statement dated 13 July 2020. See "Summary of Changes".

The unit price amount has increased by (b) (4)

The total cost of this line item has increased by (b) (4)

SUBCLIN 000102 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000102	FUND ACRN AB FFP Funding Doc. No. M5490020RCP1EBL Customer ACRN: AA MILSTRIP: M5490020RCP1EBL				\$0.00
NET AMT					\$0.00
ACRN AB					(b) (4)
CIN: 00000000000000000000000000000000					

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000102:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

TABLE OF CONTENTS

The below Table of Contents has been added

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	PWS		13-JUL-2020

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4)

SUBCLIN 000102:

Funding on SUBCLIN 000102 is initiated as follows:

ACRN: AB

CIN: 00000000000000000000000000000000

Acctng Data: 1701106 BSM1 254 67029 067443 2D M54900

Increase: (b) (4)

Total: (b) (4)

Cost Code: ACRC20FSP1EB

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE		PAGE OF PAGES 1 6	
2 AMENDMENT/MODIFICATION NO A00002		3 EFFECTIVE DATE 28-Aug-2020		4 REQUISITION/PURCHASE REQ NO ACQR5771999		5 PROJECT NO (If applicable)	
6 ISSUED BY PUBLIC WORKS DEPARTMENT WASHINGTON NAVY YARD FEAD 1013 O ST. 1ST FLOOR WASHINGTON DC 20374		CODE N40080		7 ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SAYERS CONSTRUCTION, LLC (b) (6) 104 E MARTIN LUTHER KING DR SAN MARCOS TX 78666-5542				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N4008020F4096			
				X 10B. DATED (SEE ITEM 13) 13-Dec-2019			
CODE 6AVS5		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-5 Change and Changed Conditions							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: monsur202131 Prepared by: monsur Contract Title: Electrical IDIQ FY-18 Modification Title: MBW-000 Phase 1 Energy Bundle - Replace Spotlight and Add Tree Lights Change Order Reason Code: CREQ Purpose: The purpose of this modification is to provide funds to contractor in the amount of (b) (4), per request from Customer to replace additional lights in order for all of the lights at the parade deck to be replaced under one project. CONTRACTOR'S RELEASE: Acceptance of this modification by the contractor constitutes an accord and satisfaction and represents payment in full for both time and money and for any and all cost, effect, and for delays and disruption arising out of, or incidental to, the work herein revised.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6) / CONTRACT SPECIALIST TEL: (b) (6) EMAIL: (b) (6)			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. (b) (6) BY (Signature of Contracting Officer)		16C. DATE SIGNED 28-Aug-2020	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by reference:

52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.243-5	Changes and Changed Conditions	APR 1984
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019

The following have been added by full text:

PAYMENT INSTRUCTIONS

“PGI 204.7108(b)(2) Payment Instructions

The required standard payment instruction and instruction table for this contract is located at:
https://www.acq.osd.mil/dpap/dars/pgi/pgi_html/current/PGI204_71.htm#payment_instructions”

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

N4008018D2010/N4008020F4096

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

NAVY CONSTRUCTION / FACILITIES MANAGEMENT INVOICE

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	N68732
Issue By DoDAAC	N44889
Admin DoDAAC**	N44889

Inspect By DoDAAC	N/A
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N44889
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N44889

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Inspector: (b) (6)
Administ
Certifier:

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

SECTION 00010 - SOLICITATION CONTRACT FORM

The total cost of this contract was increased by (b) (4)
.

CLIN 0001

The CLIN description has changed from MBW-000 Phase 1 Energy Bundle FY20 to MBW-000 Phase 1 Energy Bundle.

The CLIN extended description has changed from:

You are hereby required to accomplish work stated in the performance work statement dated 22 February 2019.

To:

You are hereby required to accomplish work stated in the performance work statement dated 13 July 2020. See "Summary of Changes".

The unit price amount has increased by (b) (4)

The total cost of this line item has increased by (b) (4)

SUBCLIN 000102 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000102	FUND ACRN AB FFP Funding Doc. No. M5490020RCP1EBL Customer ACRN: AA MILSTRIP: M5490020RCP1EBL				\$0.00
NET AMT					\$0.00
ACRN AB CIN: 00000000000000000000000000000000					(b) (4)

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000102:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

TABLE OF CONTENTS

The below Table of Contents has been added

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	PWS		13-JUL-2020

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4)

SUBCLIN 000102:

Funding on SUBCLIN 000102 is initiated as follows:

ACRN: AB

CIN: 00000000000000000000000000000000

Acctng Data: 1701106 BSM1 254 67029 067443 2D M54900

Increase: (b) (4)

Total (b) (4)

Cost Code: ACRC20FSP1EB

(End of Summary of Changes)

From: (b) (6) -USN (USA)
To: (b) (6) -CIV USN NAVFAC WASHINGTON DC (USA)
Subject: FW: ACQR#5814022 - P02 - MBW-000 Phase 1 Energy Bundle - Replace Spotlight and Add Tree Lights Change Order
Date: Tuesday, July 21, 2020 6:20:36 PM

Mod assigned to (b) (6).

From: (b) (6) USN NAVFAC WASHINGTON DC (USA) (b) (6)
Sent: Friday, July 17, 2020 2:17 PM
To: (b) (6) USN (USA) (b) (6)
Cc: (b) (6) CIV USN NAVFAC WASHINGTON DC (USA) (b) (6)
(b) (6)
(b) (6) CIV USN NAVFAC WASHINGTON DC (USA)
(b) (6) USN NAVFAC WASHINGTON DC (USA)
(b) (6)
Subject: ACQR#5814022 - P02 - MBW-000 Phase 1 Energy Bundle - Replace Spotlight and Add Tree Lights Change Order

(b) (6),

Please assign MOD ACQR#5814022 - P02 - MBW-000 Phase 1 Energy Bundle - Replace Spotlight and Add Tree Lights Change Order and issue RFP to Sayers. SOW, IGE and PTP have been uploaded.

Please let me know if you have any questions.

Very Respectfully,

(b) (6)
(b) (6)
CAT III/IV Team Lead
PWD Washington

(b) (6)
(b) (6)

CONFIDENTIALITY NOTICE: The email message and any attachment(s) is intended only for the official use of the recipient(s) named above and may contain legally privileged and/or confidential information. If you are not the intended recipient, you may not review, copy, or distribute this message. If you have received this message in error, please notify me immediately via email and delete the original email.

From: (b) (6) -USN (USA)
To: (b) (6) -CIV USN NAVFAC WASHINGTON DC (USA)
Subject: FW: Folder Review 1.0 --MBW -000 Phase 1 Energy Bundle -Replace Spotlight and Add Tree Lights Change Order--- ACQR#5814022
Date: Friday, August 28, 2020 12:35:38 PM
Attachments: [Draft Award --KO needs to review.pdf](#)
[Draft CAR - KO needs to review.pdf](#)
[SAM 08.26.2020.pdf](#)
[Integrity.pdf](#)
[IGE.pdf](#)
[Ultra Lean PNM --KO signature required.pdf](#)
[Memo For the Record- KO signature.pdf](#)

Good job (b) (6),
(6)

Thanks for confirming contractor has signed. Released and routed. Please see attached signed documents.

V/r,

(b) (6)
Team Lead Contracting Officer
NAVFAC Washington, PWD Washington
1013 O Street, S.E.; Bldg 166, 1st Floor
Washington Navy Yard, DC 20374-5018

(b) (6)
(b) (6)
(b) (6)

From: (b) (6) CIV USN NAVFAC WASHINGTON DC (USA) (b) (6)
Sent: Wednesday, August 26, 2020 4:35 PM
To: (b) (6) USN (USA) (b) (6)
Subject: Folder Review 1.0 --MBW -000 Phase 1 Energy Bundle -Replace Spotlight and Add Tree Lights Change Order--- ACQR#5814022

Hello (b) (6)

Please review the folder for the subject modification. Sign and return the requested documents.

Let me know if I need to add anything else. Thanks.

v/r,

(b) (6)
Contract Specialist
(b) (6)

NAVFAC Washington, PWD Washington
1013 O Street, S.E.; Bldg 166, 1st Floor
Washington Navy Yard, DC 20374-5018

(b) (6)

From: (b) (6)
To: (b) (6) [USN NAVFAC WASHINGTON DC \(USA\)](#)
Subject: FW: PTP - MBW-000 Phase 1 Energy Bundle - Replace Spotlight and Add Tree Lights Change Order
Date: Friday, July 17, 2020 8:19:22 AM

(b)
(6)

Still getting the hang of sending you guys funding for projects. MCICOM (below) has given us the PTP to move forward with the Phase I Energy bundle mod. What else do you need from me to move forward?

Very Respectfully,

(b) (6)

Public Works Officer Marine Barracks Washington

(b) (6)

From: (b) (6)
Sent: Thursday, July 16, 2020 8:35 PM
To: (b) (6)
Subject: RE: PTP - MBW-000 Phase 1 Energy Bundle - Replace Spotlight and Add Tree Lights Change Order

Yes, please move forward with the \$12k mod. You have a PTP from MCICOM.

v/r,

(b) (6)

Project Officer (MCIEAST/MCINCR/MARFOREUR/MARFORCOM)
Marine Corps Installations Command (Capital Investments-MILCON/FSRM/DEMO)
Headquarters Marine Corps Pentagon Room 2D153A

(b) (6)

From: (b) (6)
Sent: Thursday, July 16, 2020 4:48 PM
To: (b) (6)
Subject: FW: PTP - MBW-000 Phase 1 Energy Bundle - Replace Spotlight and Add Tree Lights Change Order

Good Afternoon Sir,

This PTP request from PWD Wash may have gotten lost in all the info I sent on Tuesday. FEAD is ready to push forward with the mod to the Phase I Energy Bundle Change Order RFP once they get a PTP from us. The \$12 should be easy to scrape together out of the bulk funding we discussed on Tuesday. Please let me know if you'd like to proceed with this request, it's in the best interest of our Parades.

Very Respectfully,

(b) (6)

(b) (6)

Public Works Officer Marine Barracks Washington

(b) (6)

(b) (6)

(b) (6)

From: (b) (6) USN NAVFAC WASHINGTON DC (USA) (b) (6)

Sent: Monday, July 13, 2020 10:58 AM

To: (b) (6)

Cc: (b) (6)

(b) (6) USN NAVFAC WASHINGTON DC (USA)

(b) (6) CIV USN NAVFAC WASHINGTON DC (USA)

(b) (6)

Subject: PTP - MBW-000 Phase 1 Energy Bundle - Replace Spotlight and Add Tree Lights Change Order

(b) (6)

Please see attached SOW and IGE. If everything is acceptable please provide a promise to pay for the IGE amount, \$ 12,979.13.

Please let me know if you have any questions.

Very Respectfully,

(b) (6)

(b) (6)

CAT III/IV Team Lead

PWD Washington

(b) (6)

(b) (6)

CONFIDENTIALITY NOTICE: The email message and any attachment(s) is intended only for the official use of the recipient(s) named above and may contain legally privileged and/or confidential information. If you are not the intended recipient, you may not review, copy, or distribute this message. If you have received this message in error, please notify me immediately via email and delete the original email.

CostWorks 2019 - MBW Energy Bundle CO 1

Qty	CSI Number	Description	Crew	Daily Output	Labor Hours	Unit	Bare Mat.	Bare Labor	Bare Equip.	Total	Total Incl. O&P
3.000	26556 110 3600	Stage equipment, spotlight, stationary, ellipsoidal quartz 1000 watt 12" lens	1 Elec	4	2	Ea.	2,010.00	369.00	0 00	2,379.00	2,760.00
3.000	26050 550 4030	Stage Equipment, Spotlight, electrical demolition, remove	2 Elec	14.4	1.111	Ea.	0.00	204 00	0 00	204.00	306.00
14.000	26562 650 0200	Landscape LED Fixtures, 12 volt alum bullet hooded-BRZ	1 Elec	5	1.6	Ea.	1,365.00	1,379.00	0 00	2,744.00	3,556.00
10.000	26291 320 0960	Control stations, oiltight, selector switch, 2 position	1 Elec	6.2	1.29	Ea.	1,120.00	795 00	0 00	1,915.00	2,420.00
0.000	01216 310 0050	Taxes, state, maximum, 7.5%				%	337.13			337.13	337.13
Totals							\$4,832.13	\$2,747.00	\$0.00	\$7,579.13	\$9,379.13
1.000		Additional material & labor					\$1,000.00	\$2,000.00	\$0 00	\$3,000.00	\$3,600.00
TOTAL							\$5,832.13	\$4,747.00	\$0 00	\$10,579.13	\$12,979.13

(b) (6)

Digitally signed by

(b) (6)

Date: 2020.02.06 12:07:32

-05'00'

Integrity Tool for SPS Validation Report for Award N4008020F4096U00003 (Draft Document), 25 Aug 2020, 19:00:06hrs.

Error Location	Interface Element	Error
Award	Non-DOD Contract	*W-20200: Type F award without corresponding parent contract detected...please check award*

MEMORANDUM FOR THE RECORD

August 19, 2020

**SUBJECT: N4008018D2010/N4008020F4096 MBW-000 PHASE 1 ENERGY BUNDLE – REPLACE
SPOTLIGHT & ADD TREE LIGHTS**

This is a change order modification to contract #N4008018D2010/N4008020F4096. The purpose of this modification is to provide the funding in the amount of (b) (4) which was negotiated on August 5, 2020 for Contractors to install items listed in the proposed change order (Encl.12) dated, August 05, 2020.

This project was assigned to Contract Specialist (CS), (b) (6), on July 17, 2020 with a Promise to Pay (PTP), SOW, and IGE. On August 07, 2020, it was communicated between the Construction Manager and the KO, to use the Ultra Lean Process to procure this modification. via email (Encl.35). On August 07, 2020, a Pre-Negotiated Memo for Ultra Lean Process and a Technical Analysis was provided to acquisition. On August 19, 2020 OA was requested/approved in the negotiated amount stated above.

Prepared by: (b) (6) Contract Specialist

(b) (6)

Digitally signed by

(b) (6)

Date: 2021.08.05 11:34:27
-04'00'

Signature

Date

Approved by: (b) (6), Team Lead/Contracting Officer

(b) (6)

Digitally signed by

(b) (6)

Date: 2020.08.28 12:30:23 -04'00'

Signature

Date

MEMORANDUM FOR THE RECORD

August 19, 2020

**SUBJECT: N4008018D2010/N4008020F4096 MBW-000 PHASE 1 ENERGY BUNDLE – REPLACE
SPOTLIGHT & ADD TREE LIGHTS**

This is a change order modification to contract #N4008018D2010/N4008020F4096. The purpose of this modification is to provide the funding in the amount of (b) (4) which was negotiated on August 5, 2020 for Contractors to install items listed in the proposed change order (Encl.12) dated, August 05, 2020.

This project was assigned to Contract Specialist (CS), (b) (6), on July 17, 2020 with a Promise to Pay (PTP), SOW, and IGE. On August 07, 2020, it was communicated between the Construction Manager and the KO, to use the Ultra Lean Process to procure this modification. via email (Encl.35). On August 07, 2020, a Pre-Negotiated Memo for Ultra Lean Process and a Technical Analysis was provided to acquisition. On August 19, 2020 OA was requested/approved in the negotiated amount stated above.

Prepared by: (b) (6), Contract Specialist

Signature

Date

Approved by: (b) (6), Team Lead/Contracting Officer
(b) (6) Digitally signed by

(b) (6)

Date: 2020.08.28 12:30:23 -04'00'

Signature

Date

SCOPE

1. GENERAL PROJECT INFORMATION

- 1.1. The Contractor shall provide all approved materials, labor, equipment, tools, mobilization, transportation, supervision, and any other incidental work and accessories to accomplish work as described herein. This PWS is not all encompassing toward providing a complete and usable project. The Contractor is required to inspect, clean, repair and test as needed any work for full operation to the requirements and specifications as detailed in this scope of work.
- 1.2. All work regarding the preparation of any project shall be coordinated with the Contracting Officer Representative (COR) and Project Manager prior to the execution of work. The Contractor is responsible for obtaining all necessary base clearance, permits, and associated requirements prior to the start of work.
- 1.3. FACILITY SUPPORT SERVICES
 - 1.3.1. The purpose of this project is to provide Facility Support Services for multiple items throughout the specified area of responsibility (AOR), as described in this PWS.
 - 1.3.2. The Contractor shall provide and secure labor, approved materials; tools, mobilization, transportation, supervision and equipment to accomplish all work as described herein.
 - 1.3.3. The Contractor shall field verify all locations dimensions and condition before ordering any material or starting any work.
 - 1.3.4. The Contractor must notify the COR of any conditions that differ from that indicated on these documents.
 - 1.3.5. All work shall comply with base building standards, NEC, NFPA, EM 385-1 and OSHA regulations. The contractor shall keep the work areas safe neat and orderly at all times. The work site is an occupied office building. Subsequently, certain precautions must be maintained to insure a safe environment for our tenants. The contractor is expected to place safety signs, cones or caution tape to close off an area anytime the tenants may in a hazardous area. All applicable OSHA codes shall be followed.
 - 1.3.6. The NAVFAC WASHINGTON PWD project managers reserve the right to shut down a job if an unsafe condition exists. The contractor safety manager or designated assistant shall inspect all jobs and implement safety procedures to insure tenant and worker safety. All trash and debris associated with this project shall be removed daily and disposed of offsite.

2. PERFORMANCE WORK STATEMENT

- 2.1. **Project – MBW – Phase 1 Energy Bundle, Replace spotlight and add tree lights**
 - 2.1.1. Follow all safety procedures during this change out.
 - 2.1.2. Remove the existing three (3) spot lights on the pole in the center of the viewing stands.
 - 2.1.3. Furnish and install three new spot lights in same place as existing lights
 - 2.1.3.1. Two are to shine on the flag directly across from this pole
 - 2.1.3.2. One to light the walkway in the center of the parade ground.
 - 2.1.4. Add additional spot lights on trees with switches so that they can be turned on and off independently.
 - 2.1.5. See the attached layout drawing for number and exact location of tree lights.
- 2.2. The quality type of materials shall be commensurate or better to the quality of material used in the original installation.
- 2.3. The contractor should repair with 100% no deficiencies or concerns resulting from the repair in accordance with government accepted technical methods.
- 2.4. A preliminary inspection has been conducted by the prime contractor, with government validation, subsequently; no site is required unless otherwise requested by the prime contractor.

3. WORKLOCATION

- 3.1. All work under this TO will take place at the Marine Barracks Washington, located in Washington DC in

Parade ground and Commandant's Garden Area..

4. EXAMINATION OF PREMISES

- 4.1. The contractor is expected to accomplish due diligence as to the general and local conditions that may affect the performance of work to the extent that such information is reasonably obtainable. Arrangement to visit the work site can be made by calling the COR or Project Manager.

5. PERIOD OF PERFORMANCE

- 5.1. The Period of Performance shall be from award up to 30 days. The Contractor will be required to commence and start planning upon award on the task order work under this contract immediately upon award, to prosecute the work diligently and to complete entire work ready for use by the end of the performance period. The time stated for completion shall include a final clean-up of the premises.

6. MATERIALS TO BE REUSED/SALVAGED/DISPOSED

- 6.1. The contractor shall correctly dispose of all demolished materials and equipment.

7. EXISTING CONDITIONS AND EXTRA OBLIGATIONS OF THE CONTRACTOR

- 7.1. The Contractor, subcontractor and their employees are required to present proper identification to gain access onto the facility in accordance with the current regulations. Care shall be taken to prevent damage to the facility and to protect those features not involved in this contract. The Contractor is responsible for securing all equipment left on site; the Government does not provide security for the Contractor's property. Damage to the facility as a result of the execution of this contract shall be rectified by the Contractor to the satisfaction of the Contracting Officer and COR and at no additional cost to the Government.

8. SAFETY AND ENVIRONMENTAL REQUIREMENTS

- 8.1. The Contractor shall comply with all Federal, State and Local fire, safety and environmental regulations which include but is not limited, Occupational Safety and Health Administration standards, and Environmental Protection Agency regulations.
- 8.2. The Contractor is expected to be aware of safety issues and plan accordingly. The Contractor is also expected to make recommendations for safety and safety surveillance activities, including any not mentioned in this section. SAFETY is the FIRST priority of the work planned and executed by the Contractor.
- 8.3. If any hazards are encountered, the Contractor shall stop work immediately and notify the COR.
- 8.4. Contractor will provide all signage, caution tapes, etc. required for proper control in and around the Project site.
- 8.5. Access points to the facility are available with the stipulation that the areas will also be in use by the users. The access areas will be kept safe, clean and free from Project materials and debris.

9. IDENTIFICATION

- 9.1. All Contractor and Subcontractor personnel shall be required to possess and wear Security Identification badges at all times when on the installations premises. In addition, Contractor and subcontractor personnel shall display valid picture identification, such as current state driver's license in order to gain entry onto the Installation.

10. WORKING HOURS

- 10.1. The work shall be executed during normal working hours as defined as M-F 0730 to 1630 unless otherwise stated herein. Any out of normal working hours will be accomplished in a manner and at such times that will cause the least practicable disturbance to the installation and

the normal activities of the installation, facility and work area. All out of normal working hours will require an escort. All work shall be completed including final clean-up no later than date approved by the COR.

11. ACCESS TO WORK SITE AFTER NORMAL WORK HOURS

11.1. The Contractor shall not enter the work area after normal scheduled work hours. In the event of unusual circumstances that may require access to the work site after normal hours, the Contractor shall notify the COR, who must make appropriate arrangements for access. The contractor is required to submit an escort request no later than two weeks prior to the planned out of hours work.

12. DISPOSAL OF RUBBISH, PROJECT DEBRIS AND GARBAGE

12.1. All demolished materials and debris shall be removed from the Government property and disposed to an approved landfill.

13. GOVERNMENT REPRESENTATIVES

13.1. The work will be under the general direction of a United States Navy representative, or another representative of the Government, designated, as appropriate. The provisions of this paragraph or provisions elsewhere in this contract regarding supervision, approval, or direction by the Contracting Officer or the designated person shall not relieve the Contractor of responsibility for accomplishing the work, with regard to sufficiency or time of performance, except as otherwise provided.

14. SUBMITTALS

14.1. The Contractor shall submit information including materials, equipment, etc. on the following to the COR for approval and for the project file:

- 14.1.1. Work schedule
- 14.1.2. Warranty
- 14.1.3. Materials and Equipment

15. ATTACHMENTS

15.1. NAVFAC 7300 Form

16. WORKING ON GOVERNMENT INSTALLATIONS

16.1. The Contractor shall provide each employee with an identification badge, which identifies by photograph the individual as an employee of the Contractor. These badges shall be worn at all times and presented for examination upon the request from the KO, COR, QA Personnel, Military Police or any other Government official with a need to see the badge.

16.2. The Contractor and his employees shall be subject to all base traffic, security and registration regulations for personnel and vehicles.

16.3. All contractor personnel attending meetings, answering Government telephones, working on site, where their contractor status is not known to third parties, must identify themselves as contractors, to include wearing ID badges, which identify them as contractor personnel. Unless otherwise directed by the COR, all documents produced or revised by contractors or developed through contractor participation must be marked as "contractor generated documents" or otherwise identified in a manner that discloses the contractor's participation. In addition, all contractor personnel shall identify themselves as a Contractor (CTR), on their email and email status.

16.4. Only the KO has the authority to authorize deviations from the terms and conditions of this contract, including deviations from specifications and requirements. In the event the Contractor does deviate, without written approval of the KO, such deviations shall be at the risk of, and any cost related thereto shall be borne by the contractor. Any matter concerning a change to the scope, prices, terms, or conditions of this contract shall be referred to the KO.

16.5. The COR will be confirmed at award.

17. SECURING GOVERNMENT PROPERTY

17.1. The Contractor is responsible for safeguarding all Government property and information provided in performance of this task order. At the close of each work period, the Contractor is responsible for ensuring Government facilities, equipment, and materials are secured. The Contractor shall develop and maintain a Government Furnished Equipment (GFE) Report (if applicable). This report shall be made available at any time upon request by the COR or KO. Contractor employees will be subject to all security procedures and any other applicable installation access and security regulations.

18. CONTRACTING OFFICER'S REPRESENTATIVE (COR)

18.1. The COR is designated by the Contracting Officer to perform the technical liaison between the contractor's management and the Contracting Officer in routine technical matters constituting general program direction within the scope of the contract/task order. Under NO circumstances is the COR authorized to effect any changes in the work required under this contract/task order whatsoever, or enter into any agreement that has the effect of changing the terms and conditions of this Task Order, or that causes the Contractor to incur any costs. In addition, the COR will NOT supervise, direct, or control contractor employees. Notwithstanding this provision, to the extent that contractor accepts any direction that constitutes a change to his contract/task order without prior written authorization of the Contracting Officer, costs incurred in connection therewith are incurred at the sole risk of the contract, and if involved under this Task Order will be disallowed. Proceeding with work without proper contractual coverage may result in nonpayment or necessitate submittal of a contract claim. The prime contractor's management should clearly communicate this position to its employees working on this contract and to any subcontractors also providing support.

19. INVOICING

19.1. There will be no partial invoicing on this project. The invoice shall be submitted once each project has been completed and accepted by the government. The invoice shall be submitted in accordance with the standard procedures of the Wide Area Workflow Process.

19.2. Each invoice shall include all required documents per NAVFAC standard operating procedures and the following:

- QC/QA Acceptance Form – To be completed for each project.

20. CONTRACTOR LABOR HOUR REPORTING

20.1. The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for NAVFAC Washington, PWD Washington via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year.

20.2. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

21. WARRANTY

21.1. The Contractor shall guarantee all of the work that is performed under this contract, including all materials and workmanship, for a minimum period of one (1) year from the date of full acceptance of the work. Should any material be found defective, not meeting specifications, or that which has not been approved in writing by the owner shall, upon discovery (including any time within the period of the guarantee), be replaced with the specified equipment or material at no additional cost to the Government. All work shall be performed and completed

NAVFAC WASHINGTON PWD
PERFORMANCE WORK STATEMENT (PWS)
Project Title: MBW-000 Phase 1 Energy Bundle - Replace Spotlight and Add Tree Lights Change Order
Date: 13 July 2020

in a thorough, workmanlike manner and in accordance with the latest proven practices of the trade by thoroughly skilled and experienced workmen.

22. NMCARS 237.102

22.1. Per NMCARS 237.102(a)(1)(90), the contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

End PWS

(b) (6) Engineering Technician

6 February 2020

Prepared By:

Date

From: (b) (6) USN NAVFAC WASHINGTON DC (USA)
To: (b) (6) CIV USN NAVFAC WASHINGTON DC (USA); (b) (6) USN (USA); (b) (6)
CIV USN NAVFAC WASHINGTON DC (USA); (b) (6) CIV USN NAVFAC WASHINGTON DC (USA)
Cc: (b) (6) USN NAVFAC WASHINGTON DC (USA)
Subject: RE: ACQR#5814022 - P02 - MBW-000 Phase 1 Energy Bundle - Replace Spotlight and Add Tree Lights Change Order
Date: Friday, August 7, 2020 9:09:17 AM
Attachments: [TA MBW Upgrade Lighting CO 1.docx](#)
[Marine Barracks - CO #1.pdf](#)
[MBW Tree Lighting Ultra Lean PNM.pdf](#)

All,

Please see PNM, TA and KTR's Proposal. Everything is uploaded besides the contractor's proposal.

Very Respectfully,

(b) (6)
[Redacted]
CAT III/IV Team Lead
PWD Washington
(b) (6)
[Redacted]
[Redacted]

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From: (b) (6) CIV USN NAVFAC WASHINGTON DC (USA) (b) (6)
Sent: Friday, August 7, 2020 8:14 AM
To: (b) (6) USN NAVFAC WASHINGTON DC (USA) (b) (6)
[Redacted] USN (USA) (b) (6) CIV USN NAVFAC
WASHINGTON DC (USA) (b) (6) CIV USN NAVFAC
WASHINGTON DC (USA) (b) (6)
Cc: (b) (6) USN NAVFAC WASHINGTON DC (USA) (b) (6)
Subject: Re: ACQR#5814022 - P02 - MBW-000 Phase 1 Energy Bundle - Replace Spotlight and Add Tree Lights Change Order

Ma'am,

Here is the TA for the change order for the MBW Lights.

V/R

(b) (6) Engineering Technician
PWD Washington, CAT 3/4
(b) (6)

From: (b) (6) USN NAVFAC WASHINGTON DC (USA)
Sent: Friday, August 7, 2020 7:10 AM
To: (b) (6) USN (USA); (b) (6) CIV USN NAVFAC WASHINGTON DC (USA); (b) (6) CIV USN NAVFAC WASHINGTON DC (USA)
Cc: (b) (6) CIV USN NAVFAC WASHINGTON DC (USA); (b) (6) USN NAVFAC WASHINGTON DC (USA)
Subject: RE: ACQR#5814022 - P02 - MBW-000 Phase 1 Energy Bundle - Replace Spotlight and Add Tree Lights Change Order

(b) (6)

I have already utilized the ultralean process and will be uploading the documents today. This ACQR was pushed on 17JUL and I followed up several times with no one responding to me(email thread below) and a status wasn't updated in econtracts until 29JUL.
No RFP/site visit will be needed.

Uchenna or (b) (6) please call/email me privately if there are any further questions, comments, or concerns.

Very Respectfully,

(b) (6)

CAT III/IV Team Lead
PWD Washington

(b) (6)

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From: (b) (6) USN (USA) (b) (6)
Sent: Thursday, August 6, 2020 9:41 PM
To: (b) (6) USN NAVFAC WASHINGTON DC (USA) (b) (6)
(b) (6) CIV USN NAVFAC WASHINGTON DC (USA) (b) (6) CIV
USN NAVFAC WASHINGTON DC (USA) (b) (6)
Cc: (b) (6) CIV USN NAVFAC WASHINGTON DC (USA) (b) (6)
(b) (6) USN NAVFAC WASHINGTON DC (USA) (b) (6)
Subject: RE: ACQR#5814022 - P02 - MBW-000 Phase 1 Energy Bundle - Replace Spotlight and Add Tree Lights Change Order

LT (b) (6),
(6)

Please note that the Ultra lean process(JAM) is completed prior to pushing to AQ. On the other hand, If you already issued the contractor RFP/received proposal in the field(no JAM conducted) and needing negotiations and award support then, you have already utilized the LEAN process.

In this particular case, none of the shortened mod process has been used so we will be executing a regular mod with the exception of a site visit(since the contractor is familiar with the facility).

Here is the sequence for this mod: Rumi will issue the RFP, you will write TA, (b) (6) will write required memo type (depending on if negation is needed). You will provide funds (right now you have PTP). (b) (6) will request OA and award.

(b) (6)

V/r,

(b) (6)

Team Lead Contracting Officer
NAVFAC Washington, PWD Washington
1013 O Street, S.E.; Bldg 166, 1st Floor
Washington Navy Yard, DC 20374-5018

(b) (6)

(b) (6)
(b) (6)
(b) (6)

From: (b) (6) USN NAVFAC WASHINGTON DC (USA) (b) (6)

Sent: Thursday, August 6, 2020 3:50 PM

To: (b) (6) CIV USN NAVFAC WASHINGTON DC (USA) (b) (6)

(b) (6) CIV USN NAVFAC WASHINGTON DC (USA) (b) (6)

Cc: (b) (6) CIV USN NAVFAC WASHINGTON DC (USA) (b) (6)

(b) (6) USN NAVFAC WASHINGTON DC (USA) (b) (6)

USN (USA) (b) (6)

Subject: RE: ACQR#5814022 - P02 - MBW-000 Phase 1 Energy Bundle - Replace Spotlight and Add Tree Lights Change Order

Hi (b) (6)

(b) (6)
I was looking to do a Ultra/Lean Mod instead of a full solicitation as this a small modification to increase the amount of light fixtures. The KTR doesn't need a site visit. I was waiting for a response from AQ so we can communicate on a way forward.

Very Respectfully,

(b) (6)

(b) (6)
CAT III/IV Team Lead
PWD Washington

(b) (6)

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From: (b) (6) CIV USN NAVFAC WASHINGTON DC (USA) (b) (6)

Sent: Thursday, August 6, 2020 11:39 AM

To: (b) (6) USN NAVFAC WASHINGTON DC (USA) (b) (6)

(b) (6) CIV USN NAVFAC WASHINGTON DC (USA) (b) (6)

Cc: (b) (6) CIV USN NAVFAC WASHINGTON DC (USA) (b) (6)

(b) (6) USN NAVFAC WASHINGTON DC (USA) (b) (6)

USN (USA) <uchenna.ojuka@navy.mil>

Subject: Re: ACQR#5814022 - P02 - MBW-000 Phase 1 Energy Bundle - Replace Spotlight and Add Tree Lights Change Order

Good Morning (b) (6),

I called you earlier this morning after updating eContracts to discuss the site visit date to reflect my POAM before sending out the RFP COB today.

Please see updated POAM in eContracts for more information. As of now, I have a site visit scheduled for Tuesday, August 11, 2020 at 11:00AM. If that time/date doesn't work for you, please let me know as soon possible.

Thanks.

Very Respectfully,

(b) (6)

From: (b) (6) USN NAVFAC WASHINGTON DC (USA)

Sent: Thursday, August 6, 2020 3:03 PM

To: (b) (6) CIV USN NAVFAC WASHINGTON DC (USA); (b) (6) CIV USN NAVFAC WASHINGTON DC (USA)

Cc: (b) (6) CIV USN NAVFAC WASHINGTON DC (USA); (b) (6) USN NAVFAC WASHINGTON DC (USA); (b) (6) USN (USA)

Subject: RE: ACQR#5814022 - P02 - MBW-000 Phase 1 Energy Bundle - Replace Spotlight and Add Tree Lights Change Order

Good Morning (b) (6),

I checked econtracts before I sent my email. You updated the econtracts on 29JUL after stating
“(b) (6) will work upon return of her emergency leave no later than 8/4.”
(6)

I think is reasonable for me to expect an email back when econtracts is out of date so that I am not
constantly refreshing the screen. (b) (6) updated this morning with an update.
(6)

Very Respectfully,

(b) (6)

CAT III/IV Team Lead
PWD Washington

(b) (6)

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From: (b) (6) CIV USN NAVFAC WASHINGTON DC (USA) (b) (6)

Sent: Thursday, August 6, 2020 10:40 AM

To: (b) (6) USN NAVFAC WASHINGTON DC (USA) (b) (6)

(b) (6) CIV USN NAVFAC WASHINGTON DC (USA) (b) (6)

Cc: (b) (6) CIV USN NAVFAC WASHINGTON DC (USA) (b) (6)

(b) (6) USN NAVFAC WASHINGTON DC (USA) (b) (6)

USN (USA) (b) (6)

Subject: RE: ACQR#5814022 - P02 - MBW-000 Phase 1 Energy Bundle - Replace Spotlight and Add Tree Lights Change Order

Good Morning (b) (6),
(6)

It appears you are looking for a status? If you please go eContracts notes section where you will see the POAM.

(b) (6)

Supervisory Contracting Officer
PWD Washington

(b) (6)

From: (b) (6) USN NAVFAC WASHINGTON DC (USA) (b) (6)

Sent: Wednesday, August 5, 2020 4:47 PM

To: Monsur, Rumi A CIV USN NAVFAC WASHINGTON DC (USA) (b) (6)

Cc: (b) (6) CIV USN NAVFAC WASHINGTON DC (USA) (b) (6)

(b) (6) USN NAVFAC WASHINGTON DC (USA) (b) (6)

USN (USA) (b) (6) CIV USN NAVFAC WASHINGTON DC (USA)

(b) (6)

Subject: RE: ACQR#5814022 - P02 - MBW-000 Phase 1 Energy Bundle - Replace Spotlight and Add Tree Lights Change Order

(b) (6)

(b) (6) Following up again to the previous emails sent. Any kind of response would be appreciated.

Very Respectfully,

(b) (6)

(b) (6)

CAT III/IV Team Lead

PWD Washington

(b) (6)

(b) (6)

(b) (6)

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From: (b) (6) USN NAVFAC WASHINGTON DC (USA)

Sent: Thursday, July 30, 2020 5:22 PM

To: (b) (6) CIV USN NAVFAC WASHINGTON DC (USA) (b) (6)

Cc: (b) (6) CIV USN NAVFAC WASHINGTON DC (USA) (b) (6)

(b) (6) USN NAVFAC WASHINGTON DC (USA) (b) (6)

USN (USA) (b) (6)

Subject: RE: ACQR#5814022 - P02 - MBW-000 Phase 1 Energy Bundle - Replace Spotlight and Add Tree Lights Change Order

(b) (6)

(b) (6) Following up to the email below. I forgot to ask you about this when you called me today.

Very Respectfully,

(b) (6)

(b) (6)

CAT III/IV Team Lead

PWD Washington

(b) (6)

(b) (6)

(b) (6)

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From: (b) (6) USN NAVFAC WASHINGTON DC (USA)

Sent: Wednesday, July 29, 2020 10:57 AM

To: (b) (6) CIV USN NAVFAC WASHINGTON DC (USA) (b) (6)

Cc: (b) (6) CIV USN NAVFAC WASHINGTON DC (USA) (b) (6)

(b) (6) USN NAVFAC WASHINGTON DC (USA) (b) (6)

USN (USA) (b) (6)

Subject: RE: ACQR#5814022 - P02 - MBW-000 Phase 1 Energy Bundle - Replace Spotlight and Add Tree Lights Change Order

(b) (6)

Just following up on the status of this push. I know you were out last week so I just wanted to bring it up for situational awareness.

Very Respectfully,

(b) (6)

CAT III/IV Team Lead
PWD Washington

(b) (6)

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From: (b) (6) USN NAVFAC WASHINGTON DC (USA) (b) (6)

Sent: Friday, July 17, 2020 2:17 PM

To: (b) (6) USN (USA) (b) (6)

Cc: (b) (6) CIV USN NAVFAC WASHINGTON DC (USA) (b) (6)

(b) (6)

(b) (6) CIV USN NAVFAC WASHINGTON DC (USA)

(b) (6)

Subject: ACQR#5814022 - P02 - MBW-000 Phase 1 Energy Bundle - Replace Spotlight and Add Tree Lights Change Order

(b) (6)

Please assign MOD ACQR#5814022 - P02 - MBW-000 Phase 1 Energy Bundle - Replace Spotlight and Add Tree Lights Change Order and issue RFP to Sayers. SOW, IGE and PTP have been uploaded.

Please let me know if you have any questions.

Very Respectfully,

(b) (6)

CAT III/IV Team Lead

PWD Washington

(b) (6)

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SAM Search Results
List of records matching your search for :

Record Status: Active
CAGE Code: 6AVs5

ENTITY	Sayers Construction, LLC	Status: Active
DUNS: 034589144	+4:	CAGE Code: 6AVS5 DoDAAC:
Expiration Date: 05/26/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 104 E Martin Luther King Dr		
City: San Marcos	State/Province: TEXAS	
ZIP Code: 78666-5542	Country: UNITED STATES	

Basis for price reasonableness determination:
TA attached

Purpose of negotiation: The purpose of the negotiation was to negotiate a bilateral, firm-fixed price modification in accordance with FAR Part 43. Proposed action was not competed since it is within the scope of an existing contract. The following documents are provided for review:

- (1) Government Objective/Negotiated Agreement
- (2) Contractor's Proposal

Current status of Contractor systems: - No contractor systems (e.g. purchasing, estimating, accounting, and compensation,) were reviewed or considered in this negotiation.

Signature block/date: _____ Digitally signed by _____
Date: 2020.08.07 09:05:45 -04'00' Government Lead Negotiator

Signature block/date: _____ Contractor (Optional)

Signature block/date: _____ Contracting Officer

THIS IS NOT A NOTICE TO PROCEED



Marine Barracks Energy Bundle Phase 1 Change Order #1 – 3 Tree/ Flag Pole Lights added

Date: 7/29/2020

Scope of Work:

Provide and install 3 Tree/ Flag Pole Lights

Outside of the armory: 4' strip fixtures, increase Qty from 16 to 17.

Grounds cage: 4' strip fixtures, increase Qty from 13 to 17.

Upper mechanical room: Change fixture type from surface mounted to 4' strip. Qty remains at 12. (This includes restocking expense on original 12 fixtures of (b) (4))

Garage 4' strip light

Attic Stock (Material only for storage): 5 -8"x12" fixtures storage; 5 -4' strips storage; 5 -2'x2' fixtures - storage

Cost Breakdown = (b) (4)

<u>DESCRIPTION</u>	<u>AMOUNT</u>
3 Tree/ Flag Pole Lights Material	(b) (4)
Misc Materials for Flag Pole Lights (connectors and mounting)	(b) (4)
Labor to Install Lights (b) (4)	(b) (4)
Outside of the armory: 4' strip fixtures, increase Qty from 16 to 17. (Fixtures (b) (4) each for material)	(b) (4)
Grounds cage: 4' strip fixtures, increase Qty from 13 to 17. (Fixtures (b) (4) each for material)	(b) (4)
Upper mechanical room: Change fixture type from surface mounted to 4' strip. Qty remains at 12. Sayers to absorb this cost since this should have been observed prior to ordering material. (Fixtures (b) (4) each for material)	\$0.00
1 Garage 4' strip light – Provide and Install (Install already included in base contract. Price is material only. (Fixtures (b) (4) 7 each for material)	(b) (4)

Sayers Construction, LLC

104 W. MLK Drive
San Marcos, TX 78666
Phone: (512) 529-1272
Fax: (512) 354-7448
www.Sayers ConstructionLLC.com

8 (a) Small Business
HUBZone
Minority, DBE
EIN: 27-287-3541
DUNS: 034589144
CAGE CODE: 6AVS5



SAYERS CONSTRUCTION

Subtotal	(b) (4)
OH&P (b) (4)	
Total	(b) (4)

Please let us know if you have any questions or need any additional information.

Thank You,

(b) (6)

(Field) Proposed Change Order/Price Negotiation Memorandum Form

In accordance with FAR 15.406-3 the following information is provided to document the negotiation:

Contract Number: N4008018D2010- N4008020F4096
PCO#: 1_____

Contract Title: MBW-000 Phase 1 Energy Bundle
Contractor: SAYERS CONSTRUCTION, LLC

Lead Negotiators Government/Contractor/Subcontractors (name, position, and org):
 GOV: (b) (6), CAT III/IV Team Lead, PWD WASH
 KTR: (b) (6), Project Manager, SAYERS CONSTRUCTION, LLC

PCO Scope of Work:
Provide and install 3 Tree/ Flag Pole Lights Outside of the armory: 4' strip fixtures,
increase Qty from 16 to 17. Grounds cage: 4' strip fixtures, increase Qty from 13 to 17.
Upper mechanical room: Change fixture type from surface mounted to 4' strip.

Reason for Change:
Upon executing the contract the contractors found that the flagpole tree lighting requires additional lighting components to properly install the requested system. Also the type of fixture originally called out has to be changed in order to provide the proper lighting based on how the customer intends to use the space.

Negotiated amount/time extension: (b) (4) / no time
Date negotiations completed: 5 AUG 2020

Summary of Contractor's proposal, Government objective, negotiated position: See attached marked up Contractor proposal, which includes Government objective and negotiated position.

Basis of PNP & negotiated agreement are apparent from marked-up, attached Contractor proposal. Significant differences that are not self-explanatory: TA attached.

Explanation of time: N/A

Basis of Profit (objective vs. negotiated):

- ☐ Consistent with previously negotiated rates for changes with similar risk factors
☐ See attached DD1547
☐ Other (explain) _____
☒ N/A (Price analysis only)

Basis for price reasonableness determination:
TA attached

Purpose of negotiation: The purpose of the negotiation was to negotiate a bilateral, firm-fixed price modification in accordance with FAR Part 43. Proposed action was not competed since it is within the scope of an existing contract. The following documents are provided for review:

- (1) Government Objective/Negotiated Agreement
- (2) Contractor's Proposal

Current status of Contractor systems: - No contractor systems (e.g. purchasing, estimating, accounting, and compensation,) were reviewed or considered in this negotiation.

Signature block/date:	(b) (6)	Digitally signed by (b) (6) Date: 2020.08.07 09:05:45 -04'00'	Government Lead Negotiator
Signature block/date:	_____		Contractor (Optional)

Signature block/date: _____ Contracting Officer

THIS IS NOT A NOTICE TO PROCEED

NAVFAC WASHINGTON PWD
FSC TECHNICAL ANALYSIS (TA)

DATE: 7 August 2020

PROPOSED Contract: N40080-18-D-2010 Change Order #1

PROJECT: MBW – Upgrade Lighting

Reference: (a) FAR 15.404-1(e) Technical Analysis

(b) Proposal dated: 29 July 2020

1. INTRODUCTION

In accordance with referenced FAR 15.404-1(e), this report serves as a primary basis in which the Contracting Officer shall award the planned contact task order.

2. BACKGROUND

- a. The intent of this change order is to add three spot lights to the parade ground lighting tree, add other fixtures around the underground garage area and add attic stock.
- b. The contractor submitted a proposal dated: 29 July 2020
- c. The contractors proposed technical methodology does show the KTR fully understands the technical requirements of the RFP.

3. PERIOD OF PERFORMANCE

The contractors proposed an additional 60 days to complete this change order is considered to be acceptable.

4. CONTRACTOR ASSUMPTIONS/EXCLUSIONS:

- a. Anything that is not specified in the scope of work and proposal breakdown.

5. TECHNICAL METHODOLOGY

a. Description of Work

- 1.1.1. Provide and install 3 tree/flag pole lights.
- 1.1.2. **Outside of the armory:** 4' strip fixtures, increase quantity from 16 to 17.
- 1.1.3. **Grounds cage** – 4' strip fixtures, increase from 13 to 17.
- 1.1.4. **Upper mechanical room** – Change fixture type from surface mounted to 4' strip. Quantity remains at 12. (This includes the restocking expense on original 12 fixtures of \$2,915.14).
- 1.1.5. **Garage** – 4' strip light.
- 1.1.6. **Attic stock (material only for storage)** – 5 – 8" x 12" fixtures – storage; 5 – 4' strips – storage; 5 – 2' x2' fixtures – storage.

b. Acceptance of the Technical Methodology

The KTR proposed technical methodology is technically acceptable and has been accepted by the government.

c. Referenced Technical Manual

The KTR's proposal does not use RS MEANS pricing.

d. KTR Proposal Comparison to GE

The Governments Estimate for this change order was (b) (4) and the contractors proposed price is (b) (4). This is 22% higher than the GE. The GE was from RS Means 2019.

e. **Conformation of Means/Non-Means Pricing**

The chart below compares the KTR's proposal to RS Means Rates.

Difference	Description	RS Means Rate	KTR Rate	PNP
	Flag pole lights, material	(b) (4)		
	Flag pole lights, Labor			
	Armory Light, 4' Strip			
	Grounds Cage, 4' strip, 4 ea			
	Upper Mechanical room			
	Garage, 4' strip, 1ea			
	Attic stock			
	Taxes, OH & P, etc.			
	Total			

6. **PAST EXPERIENCE**

The contractor has historically performed satisfactory on similar type of projects.

TECHNICAL ANALYSIS DETERMINATION: Based on the above provided information, the contractor's proposal for the subject project is determined to be technically acceptable and can be performed in a safe and timely manner. This project has been correctly estimated.

1. Flag Pole lights, material – The contractor's proposed price is \$7,786.25. The government estimate for these lights is \$3,010.00. The government estimate is from 2019 RS Means and may not have the actual type of light fixture called out in the lighting section. The contractor's cost is the actual cost for these spot lights and includes the shipping cost which the government did not include in the estimate. The contractor's cost is including any other materials that are needed to install these lights. The contractor's costs are acceptable.
2. Flag Pole lights, labor – The contractor's proposed cost is (b) (4). The government estimate is for \$2,573.00. The government over-estimated this cost thinking that there may be other unforeseen conditions. The contractor's proposed cost is acceptable.
3. All additional Light Fixtures – The contractor's proposed costs for the additional light fixtures, to include the attic stock, is within the government's estimated cost. The contractor's proposed cost for these additional lighting fixtures is acceptable.
4. Taxes, OH & P, etc. – The contractor's proposed cost for these line items is (b) (4). The government estimate is for \$2,737.13. The contractor's cost is lower due to the lower labor costs. These line items from the contractor's proposed cost are acceptable.
5. The government recommends that the contractor's proposed cost for this change order of (b) (4) be accepted.

Prepared By: Curtis Martin, Engineering Technician

Date: 7 August 2020

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE		PAGE OF PAGES 1 6	
2 AMENDMENT/MODIFICATION NO		3 EFFECTIVE DATE 28-Aug-2020		4 REQUISITION/PURCHASE REQ NO ACQR5771999		5 PROJECT NO (If applicable)	
6 ISSUED BY PUBLIC WORKS DEPARTMENT WASHINGTON NAVY YARD FEAD 1013 O ST. 1ST FLOOR WASHINGTON DC 20374		CODE N40080		7 ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SAYERS CONSTRUCTION, LLC (b) (6) 104 E MARTIN LUTHER KING DR SAN MARCOS TX 78666-5542				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N4008020F4096			
				X 10B. DATED (SEE ITEM 13) 13-Dec-2019			
CODE 6AVS5		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-5 Change and Changed Conditions							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: monsur202131 Prepared by: monsur Contract Title: Electrical IDIQ FY-18 Modification Title: MBW-000 Phase 1 Energy Bundle - Replace Spotlight and Add Tree Lights Change Order Reason Code: CREQ Purpose: The purpose of this modification is to provide funds to contractor in the amount of \$15,865.67, per request from Customer to replace additional lights in order for all of the lights at the parade deck to be replaced under one project. CONTRACTOR'S RELEASE: Acceptance of this modification by the contractor constitutes an accord and satisfaction and represents payment in full for both time and money and for any and all cost, effect, and for delays and disruption arising out of, or incidental to, the work herein revised.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				BY _____		(Signature of Contracting Officer)	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by reference:

52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.243-5	Changes and Changed Conditions	APR 1984
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019

The following have been added by full text:

PAYMENT INSTRUCTIONS

“PGI 204.7108(b)(2) Payment Instructions

The required standard payment instruction and instruction table for this contract is located at:
https://www.acq.osd.mil/dpap/dars/pgi/pgi_html/current/PGI204_71.htm#payment_instructions”

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

N4008018D2010/N4008020F4096

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

NAVY CONSTRUCTION / FACILITIES MANAGEMENT INVOICE

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	N68732
Issue By DoDAAC	N44889
Admin DoDAAC**	N44889

Inspect By DoDAAC	N/A
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N44889
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N44889

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(b) (6)

Inspector	
Adminis	
Certifier	

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

SECTION 00010 - SOLICITATION CONTRACT FORM

The total cost of this contract was increased by (b) (4) .

CLIN 0001

The CLIN description has changed from MBW-000 Phase 1 Energy Bundle FY20 to MBW-000 Phase 1 Energy Bundle.

The CLIN extended description has changed from:

You are hereby required to accomplish work stated in the performance work statement dated 22 February 2019.

To:

You are hereby required to accomplish work stated in the performance work statement dated 13 July 2020. See "Summary of Changes".

The unit price amount has increased by (b) (4).

The total cost of this line item has increased by (b) (4).

SUBCLIN 000102 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000102	FUND ACRN AB FFP Funding Doc. No. M5490020RCP1EBL Customer ACRN: AA MILSTRIP: M5490020RCP1EBL				\$0.00
NET AMT					\$0.00
ACRN AB CIN: 00000000000000000000000000000000					(b) (4)

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000102:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

TABLE OF CONTENTS

The below Table of Contents has been added

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	PWS		13-JUL-2020

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4)

SUBCLIN 000102:

Funding on SUBCLIN 000102 is initiated as follows:

ACRN: AB

CIN: 00000000000000000000000000000000

Acctng Data: 1701106 BSM1 254 67029 067443 2D M54900

Increase: (b) (4)

Total (b) (4)

Cost Code: ACRC20FSP1EB

(End of Summary of Changes)

<div>Print</div> <div>Close</div> <div>Help</div>				
Transaction Information				
Award Type:	Delivery/Task Order	Prepared Date:	08/26/2020 16:18:38	Prepared User:
Award Status:	Draft	Last Modified Date:	08/26/2020 16:24:15	Last Modified User:
Closed Status:	No	Closed Status Date:		Closed By:
Document Information				
	Agency	Procurement Identifier	Modification No	Trans No
Award ID:	9700	N4008020F4096	U00003	0
Referenced IDV ID:	9700	N4008018D2010	0	
Reason For Modification:	CHANGE ORDER			
Solicitation ID:	N4008018R2010			
	Agency Main Identifier	Sub Account	Initiative	
Treasury Account Symbol:			Select One	
Dates				
Date Signed:	08/26/2020			
Period of Performance Start Date:	12/18/2019			
Completion Date: Est. Ultimate	10/23/2020			
Completion Date:	10/23/2020			
Solicitation Date:	09/13/2018			
		Amounts		
		Action Obligation:	(b) (4)	
		Base And Exercised Options Value:		
		Base and All Options Value (Total Contract Value):		
		Fee Paid for Use of Indefinite Delivery Vehicle:	\$0.00	
Purchaser Information				
Contracting Office Agency ID:	1700	Contracting Office Agency Name:	DEPT OF THE NAVY	
Contracting Office ID:	N40080	Contracting Office Name:	NAV FAC ENGINEERING CMD WASHING	
Funding Agency ID:	1700	Funding Agency Name:	DEPT OF THE NAVY	
Funding Office ID:	N40080	Funding Office Name:	NAV FAC ENGINEERING CMD WASHING	
Foreign Funding:	Not Applicable			
Contractor Information				
SAM Exception:				
DUNS No:	034589144	Street:	104 E MARTIN LUTHER KING DR	
Vendor Name:	SAYERS CONSTRUCTION, LLC	Street2:		
DBAN:		City:	SAN MARCOS	
Cage Code:	6AVS5	State:	TX	Zip: 786665542
		Country:	UNITED STATES	
		Phone:	(512) 529-1272	
		Fax No:	(512) 354-7448	
		Congressional District:	TEXAS 35	
Business Category				
Organization Type	CORPORATE NOT TA			
State of Incorporation	TX			
Country of Incorporation	USA			
Business Types				
✓ Corporate Entity, Not Tax Exempt				
Socio Economic Data				
✓ Minority Owned Business				
✓ Hispanic American Owned				
Relationship With Federal Government				
✓ All Awards				
Organization Factors				
✓ For Profit Organization				
✓ Limited Liability Corporation				
Certifications				
✓ SBA Certified 8(a) Program Participant				
✓ SBA Certified Hub Zone firm				
✓ DoT Certified Disadvantaged Business Enterprise				
Contract Data				
Type of Contract:	Firm Fixed Price			
Inherently Governmental Functions:	Other Functions			
Multiyear Contract:	Yes			
Major Program:				

National Interest Action:

Cost Or Pricing Data:

Purchase Card Used As Payment Method:

Unidentified Action:

Performance Based Service Acquisition:

* FY 2004 and prior; 80% or more specified as performance requirement

* FY 2005 and later; 50% or more specified as performance requirement

Emergency Acquisition:

Contract Financing:

Cost Accounting Standards Clause:

Consolidated Contract:

Number Of Actions:

Legislative Mandates

Clinger-Cohen Act:

Labor Standards:

Materials, Supplies, Articles,
and Equip:

Construction Wage Rate

Requirements:

Additional Reporting:

Interagency Contracting

Authority:

Other Interagency Contracting Statutory Authority:

(1000 characters)

Product Or Service Information

Product/Service Code:

Y1AA

Description: CONSTRUCTION OF OFFICE BUILDINGS

Principal NAICS Code:

238210

Description: ELECTRICAL CONTRACTORS AND OTHER WIRIN

Bundled Contract:

Not Bundled

DOD Acquisition Program:

000

Country of Product or Service
Origin:

USA UNITED STATES

Place of Manufacture:

Not a manufactured end product

Domestic or Foreign Entity:

U.S. Owned Business

Recovered Materials/Sustainability:

No Clauses Included and No Sustainability Included

OMB Policy on Sustainable Acquisition

InfoTech Commercial Item
Category:

Not IT Products or Services

Claimant Program Code:

C2

Description: CONSTRUCTION

Sea Transportation:

Unknown

GFP Provided Under This Action:

Transaction does not use GFP

Use Of EPA Designated Products:

Not Required

Description Of Requirement:

(Limit 250 characters)

Current: 81

MBW-000 Phase 1 Energy Bundle--Replace Spotlight and Add Tree
Lights Change Order

Competition Information

Extent Competed For Referenced IDV:

Extent Competed:

Source Selection Process:

Solicitation Procedures:

IDV Type Of Set Aside:

Type Of Set Aside:

Type Of Set Aside Source:

Evaluated Preference:

SBIR/STTR:

Fair Opportunity/Limited Sources:

Other Than Full And Open Competition:

None

No

No

Letter Contract

No - Service where PBA is not used.

Not Applicable

Not Applicable

Select One

Not Consolidated

1

Principal Place of Performance

Principal Place Of Performance State Location Country

Code:

DC

USA

Principal Place Of Performance

County Name:

DISTRICT OF COLUMBIA

Principal Place Of Performance

City Name:

WASHINGTON NAVY YARD

Congressional District Place Of

Performance:

00

Place Of Performance Zip Code

(+4):

20374 - 5012

Local Area Set Aside:No **FedBizOpps:**Not Applicable **A76 Action:**No **Commercial Item Acquisition Procedures:**Commercial Item Procedures not used **IDV Number of Offers:**

1

Number Of Offers Received:**Number of Offers Source:** IDC**Small Business Competitiveness Demonstration Program:** ☐**Simplified Procedures for Certain Commercial Items:**No **Preference Programs / Other Data****Contracting Officer's Business Size Selection:**Small Business **Subcontract Plan:**Plan Not Required **Price Evaluation Percent Difference:**

0 %

From: (b) (6) -USN (USA)
To: (b) (6) -CIV USN NAVFAC WASHINGTON DC (USA)
Subject: FW: Folder Review 1.0 --MBW -000 Phase 1 Energy Bundle -Replace Spotlight and Add Tree Lights Change Order--- ACQR#5814022
Date: Friday, August 28, 2020 12:35:38 PM
Attachments: [Draft Award --KO needs to review.pdf](#)
[Draft CAR - KO needs to review.pdf](#)
[SAM 08.26.2020.pdf](#)
[Integrity.pdf](#)
[IGE.pdf](#)
[Ultra Lean PNM --KO signature required.pdf](#)
[Memo For the Record- KO signature.pdf](#)

Good job (b) (6)

Thanks for confirming contractor has signed. Released and routed. Please see attached signed documents.

V/r,

(b) (6)
Team Lead Contracting Officer
NAVFAC Washington, PWD Washington
1013 O Street, S.E.; Bldg 166, 1st Floor
Washington Navy Yard, DC 20374-5018

(b) (6)

From: (b) (6) CIV USN NAVFAC WASHINGTON DC (USA) (b) (6)
Sent: Wednesday, August 26, 2020 4:35 PM
To: (b) (6) PO1 USN (USA) (b) (6)
Subject: Folder Review 1.0 --MBW -000 Phase 1 Energy Bundle -Replace Spotlight and Add Tree Lights Change Order--- ACQR#5814022

Hello (b) (6)

Please review the folder for the subject modification. Sign and return the requested documents.

Let me know if I need to add anything else. Thanks.

v/r,

(b) (6)

NAVFAC Washington, PWD Washington
1013 O Street, S.E.; Bldg 166, 1st Floor
Washington Navy Yard, DC 20374-5018

(b) (6)